



Meeting Agenda

Work Session

Tuesday, March 14, 2023

5:00 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Williamson Remembers Committee - Presentation And Consideration Of Installing Three Historical Markers On City Property

Sponsors: Williamson Remembers Committee
2. Consideration Of Liquor License For Villiage Links III, LLC, DBA Bakehouse Wine And Spirits, (Steve Bledsoe, Rusty Atwood, Carly Atwood, Diane Bledsoe, Managing Agent) 117 1st Avenue North, Franklin, TN 37064

Sponsors: Angie Johnson
3. Consideration Of Resolution 2023-05, A Resolution Adopting A Plan Of Services For The Annexation Of A Property Located North Of Liberty Pike And West Of Turning Wheel Lane, By The City Of Franklin, Tennessee. Establishing A Public Hearing On April 11, 2023
FMPC 2/23/23, 8-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph
4. *Consideration Of Resolution 2023-04, A Resolution To Annex A Property On Liberty Pike, Consisting Of 7.06 Acres, Located North Of Liberty Pike And West Of Turning Wheel Lane And Adjoining The City Limits Within The Eastern Part Of The Franklin Urban Growth Boundary (UGB). Establishing A Public Hearing On April 11, 2023
FMPC 2/23/23, 8-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph
5. *Consideration Of Ordinance 2023-04, An Ordinance To Zone 7.06 Acres Estate Residential (ER) District And Hillside/Hillcrest Overlay (HHO) District, For The Property Located North Of Liberty Pike And West Of Turning Wheel Lane. Establishing A Public Hearing On April 11, 2023
FMPC 2/23/23, 8-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph
6. Presentation And Discussion Concerning Transportation Impacts And Current City Of Franklin Requirements

Sponsors: Paul Holzen, Adam Moser

7. Consideration Of Amendment 3 To COF Contract No. 2020-0055, With Ascension St. Thomas Urgent Care For Renewal Regarding Near-Site Clinic Services

Sponsors: Kevin Townsel

8. *Consideration Of Amendment 1 To COF Contract No. 2022-0141, An Interlocal Agreement Between The City Of Franklin, Tennessee And The Franklin Housing Authority (The "Authority") Designating The Authority As A Subrecipient Of American Rescue Plan Act Grant Funds

Sponsors: Kristine Brock

9. Update On The American Rescue Plan Act Grant Programs

Sponsors: Kristine Brock, Mark Hilty, Mike Lowe, Michelle Hatcher, Paul Holzen

10. Consideration Of COF Contract No. 2022-0322, With The Liberty Hills Homeowners Association For The Liberty Hills Pond Stream Restoration Project

Sponsors: Paul Holzen, Jeff Willoughby

11. Consideration Of COF Contract No. 2022-0319, Between The City Of Franklin And The Franklin Housing Authority For The Reimbursement Of \$50,000 For Infrastructure Work At Cherokee Place

Sponsors: Tom Marsh, Kathleen Sauseda

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



Williamson Remembers

Remembering and Preserving our Past



Committee Members

Dr. Kenneth Hill, Co-Chair

Julian L. Bibb, III, Co-Chair

- Thelma Battle
- Ron Galbraith
- Vernon Gerth
- Brian Goodwin
- Emily Housel
- Eric Jacobson
- Tina Calahan Jones
- Matthew Maxey
- Alma McLemore
- Doris McMillan
- Dr. Ken Moore
- Rabbi Laurie Rice
- Dr. Monica Smith
- Mindy Tate
- Lamont Turner
- Rick Warwick
- Stacey Watson
- Dr. Van West
- Dr. Chris Williamson



Why Has Franklin Chosen to Acknowledge Humanity?

Rev. Kenneth H. Hill, Ph.D., Pastor

Shorter Chapel African Methodist Episcopal Church

Dr. Carroll Van West, Professor

Director for the Center for Historic Preservation

Middle Tennessee State University

Lamont Turner, CPC, ELI-MP, CLDS

Author | Certified Executive & Leadership Coach

Healthcare Executive | Community Advocate

Tennessee Racial Terror Lynching Memorials

Brownsville

Chattanooga

Nashville

Memphis

Jackson – Madison County

Proposed Marker Locations



Questions...



Marker I – NE Corner Third Ave. South/Public Square



Marker II – NW Corner of Martin Luther King, Jr. Ave./N. Margin St.



Marker III - SW Corner of Martin Luther King, Jr. Ave./N. Margin St.



WILLIAMSON COUNTY REMEMBRANCE PROJECT - MARKER NO. 1

LIBERTY AND JUSTICE FOR ALL, DENIED

The end of the Civil War in 1865 led to a period of opportunity and equal rights known as the Reconstruction Era, 1865-1877. By the 1880s, federal troops had left the South and neither Congress nor the federal courts took steps to protect civil rights of Black people. In *Plessy v. Ferguson* (1896) the Supreme Court ruled separate but equal was the law of the land. "Jim Crow" segregation was the result in politics and the courts for the next 70 years. Schools and most public spaces were segregated by race. The right of Black men to vote, to serve in juries, and to hold public office were severely limited, if not eliminated. Nor did government protect Black citizens from extra-legal violence and domestic terrorism. Denied free and impartial trials, too many Black citizens became victims of White lynch mobs. Lynchings of African Americans were one of the most public and brutal forms of racial terrorism. Across the United States, at least 4,000 such lynchings occurred.

Williamson County did not escape this brutal period in history. Racially motivated lynchings, murder and violence targeted Black residents. The Remembrance Project believes that by confronting with honesty this history, our community will be stronger and more united in its quest to realize the promise of Liberty and Justice for All made by our nation's Founders.

This Marker is the first of three markers of the Williamson County Remembrance Project. Other markers are located at the City Cemetery.

PROPOSED LOCATION:

Northeast Corner of Third Avenue South/Public Square

WILLIAMSON COUNTY REMEMBRANCE PROJECT - MARKER NO. 2

LIBERTY AND JUSTICE FOR ALL, DENIED

In the summer of 1868, a series of documented racially motivated terror killings happened in Williamson County. On July 19th, local Ku Klux Klan members lynched an African American, William Guthrie, for allegedly assaulting Mary Ezell, a White woman. Next, unidentified African American residents killed John Ezell, Mary's brother, who they believed was guilty of Guthrie's lynching. The Klan escalated the violence by lynching three victims in August. An unidentified African American was hanged near the Bostick home, known as Everbright, on Carter's Creek Pike. Then the Klan next attacked White Jewish merchant, Samuel A. Bierfield, at his Franklin business, located at the present-day intersection of 4th Avenue and Main Street. It is believed that Mr. Bierfield was attacked because some Klan members suspected he was present when John Ezell was killed, and others believed Bierfield sympathized with the town's African American residents. The Klan lynched Bierfield by shooting him to death and leaving his body in the street. Bierfield's employee and formerly enslaved African American, Lawrence Bowman, also was shot by the Klan and died the following day from wounds sustained in the attack. Bierfield has been recognized as the first Jewish person lynched in the United States.

This Marker is the second of three markers of the Williamson County Remembrance Project. Other markers are in Franklin's Square and the City Cemetery.

PROPOSED LOCATION:

Northwest Corner of Martin Luther King, Jr. Ave./N. Margin St.

WILLIAMSON COUNTY REMEMBRANCE PROJECT - MARKER NO. 3

LIBERTY AND JUSTICE FOR ALL, DENIED

Between 1877 and 1891, the following five horrific racially motivated terror lynchings of African American men took place in Williamson County. On March 18, 1877, masked men violently took Jim Walker, accused of rape and murder, from the County Courthouse and hanged him, without a trial. In 1878, a White lynch mob took Calvin Beatty from the county jail for allegedly raping a child and hanged him at a location near Moores Lane. In October that year another White lynch mob chased John Thomas, who it alleged raped a White child, for 3 miles before hanging him outside Franklin. On August 10, 1888, members of the local Ku Klux Klan violently removed Amos Miller, who was accused of the rape of a White woman, from the courtroom at the County Courthouse and hanged him from the courthouse's second story rather than allow him a fair trial. On April 30, 1891, a White lynch mob took Jim Taylor, accused of shooting a police officer, and hanged him on the Murfreesboro Road Bridge near downtown Franklin.

This Marker is the third of three markers of the Williamson County Remembrance Project. Other markers are in Franklin's Square and the City Cemetery.

PROPOSED LOCATION:

Southwest Corner of Martin Luther King, Jr. Ave./N. Margin Street



File #: 21-04411

DATE: March 6, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Angie Johnson, City Recorder

SUBJECT:

Consideration Of Liquor License For Villiage Links III, LLC, DBA Bakehouse Wine And Spirits, (Steve Bledsoe, Rusty Atwood, Carly Atwood, Diane Bledsoe, Managing Agent) 117 1st Avenue North, Franklin, TN 37064

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the sale of a Retail License to Village Links III, LLC for an existing liquor store.

BACKGROUND/STAFF COMMENTS:

A retail liquor license certificate request has been received for the location at 117 First Avenue North, Bakehouse Wine & Sprits. A City of Franklin Retail Certificate is required for the new owners to obtain their Tennessee Alcoholic Beverage Commission (ABC) license. This is an existing liquor license at an existing location with a new owner.

In accordance with policy, a background record check has been performed by the Franklin Police Department. The applicants have successfully met all requirements for this certificate to be issued.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the retail liquor license for Villiage Links III, LLC dba Bakehouse Wine & Spirits.



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FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Village Links III, LLC, D/B/A Bakehouse Wine & Spirits, owned by Steve Bledsoe, Rusty Atwood, Carly Atwood, and Diane Bledsoe (managing agent), who has made application for a retailer's license to handle alcoholic beverages at 117 1st Ave North, Franklin, TN 37064, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 28th Day of March, 2023.

Dr. Ken Moore
Mayor



File #: 21-03426

DATE: February 20, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

Consideration Of Resolution 2023-05, A Resolution Adopting A Plan Of Services For The Annexation Of A Property Located North Of Liberty Pike And West Of Turning Wheel Lane, By The City Of Franklin, Tennessee. Establishing A Public Hearing On April 11, 2023
FMPC 2/23/23, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 8070
Applicant: Adam Crunk, Crunk Engineering
Owner: Jessica Rainey Johnson, Leigh Anne Luther de Melo, Fred Luther, Jr., and Fred Andrew Luther

BACKGROUND/STAFF COMMENTS:

The applicant is requesting a Plan of Services for the property located off of Liberty Pike, Map-Parcel number 79-05303. Resolution 2023-05 is a City of Franklin drafted Plan of Services for the property being considered as part of the proposed request for annexation, Resolution 2023-04. The Plan of Services outlines how infrastructure will need to be provided to serve the property of 7.06 acres.

The Watson Branch Drainage Basin is almost entirely composed of existing City properties, and this is one of the few remaining to be annexed. The property is within the Milcrofton Service area and water availability shall be approved and provided by Milcrofton prior to annexation. The owner will be required to extend the sanitary sewer greater than 1,000-feet to provide service to the property.

Access to the property shall be provided from Liberty Pike and further study of the type and location of access shall be looked at with a site plan submittal. Engineering shall have the right to restrict access in accordance with the Franklin Street Standards. Unless waived by the Franklin Engineering Department, the owner of the property shall be required to submit a traffic impact study for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of a site plan. Required street improvements shall be determined as part of any site plan. The development on this property is limited due to the steep slopes (anywhere from 10% and 20%

plus) present on the site. No additional manpower or equipment will be necessary for either Fire, Police Protection, or Sanitation.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Resolution 2023-05 by a vote of 8-0.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-05.

RESOLUTION 2023-05

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF A PROPERTY
LOCATED NORTH OF LIBERTY PIKE AND WEST OF TURNING WHEEL LANE, BY THE CITY
OF FRANKLIN, TENNESSEE**

WHEREAS, Tennessee Code Annotated (T.C.A.) § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

WHEREAS, Fred Luther, Jr., Fred Andrew Luther, Leigh Anne de Melo, and Jessica Rainey Johnson, (“Owners”) of property located North of Liberty Pike and West of Turning Wheel Lane (“Property”) petitioned the Board of Mayor and Aldermen (“BOMA”) of the City of Franklin, Tennessee (“City”), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (“UGB”); and

WHEREAS, the Property is located North of Liberty Pike and West of Turning Wheel Lane contiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
79-05303	7.06
Total	7.06

WHEREAS, this resolution shall bind the Owners and subsequent Owners of the Property; and

WHEREAS, the Plan of Services has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by T.C.A. § 6-51-102, as amended; and

WHEREAS, a public hearing was held following public notice as required by T.C.A. § 6-51-102, as amended; and

WHEREAS, it is believed it is in the best interest of the City to adopt a Plan of Services for the area petitioned to be annexed in order to provide for future development in accordance with City standards; and

WHEREAS, this resolution shall not bind the City to later annex the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. Pursuant to the provisions of T.C.A. § 6-51-102, as amended, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

A. Water

1. The Property is located within the Milcrofton service area.
2. Water availability shall be approved and provided through the City of Franklin prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a 14,000-foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

C. Wastewater

1. The Property lies within the Watson Branch Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall be required to extend the sanitary sewer greater than 1,000-feet to provide service to the Property.
3. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
4. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way, and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
5. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Liberty Pike as long as City Street Standards are met.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

- G. Street Lighting
1. No off-site street lighting is proposed at this time.
 2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of streetlights shall coincide with the phasing of development and issuance of Certificates of Occupancy.
- H. Street Name Signs
1. No additional street name signs in the area have been deemed necessary.
 2. New development shall install street name signs per City policy.
- I. Fire Protection
1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
 2. No additional manpower or equipment will be necessary to serve the annexation area at this time.
- J. Planning and Zoning
1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
 2. Envision Franklin places this property in the Mixed Residential Design Concept, which contains residential neighborhoods with a combination of single-family dwellings, big houses, duplexes, and townhouses. Envision Franklin also places the northern portion of the property in the Conservation Design Concept where the hillside/hilltop has been mapped. Envision Franklin does not support development within the Conservation Design Concept.
 3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.
- K. Parks and Recreation
1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
 2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
 3. The Parks Master Plan is due to be updated 2022-23 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.
- L. Police Protection
1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.

2. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

SECTION II. This Resolution shall take effect from and after its adoption.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

**LIBERTY PIKE PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2023-04
RESOLUTION 2023-04
RESOLUTION 2023-05**

Project Information

Existing Land Use: Vacant

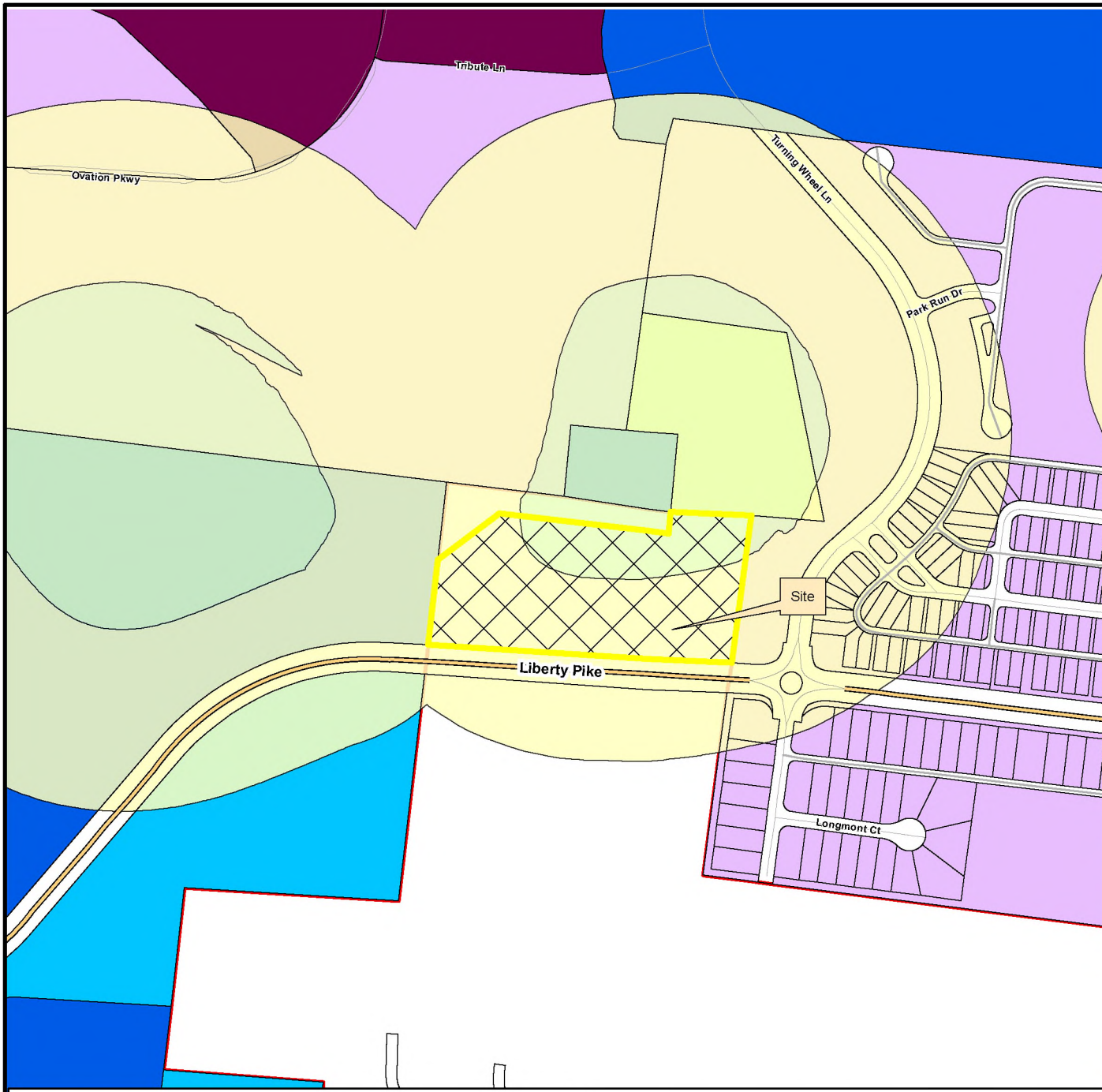
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

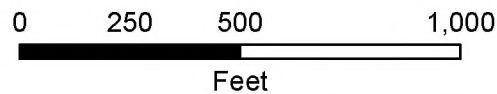
Site Acreage: 7.06 acres

Legend

-  Subject Property
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial
-  CC Central Commercial District
-  DD Downtown District
-  1ST Avenue District
-  5TH Avenue District
-  RC6 Regional Commerce 6 District
-  RC12 Regional Commerce 12 District
-  GO General Office District
-  LI Light Industrial District
-  HI Heavy Industrial District



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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained herein.
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CITY OF FRANKLIN PROJECT #:
916175

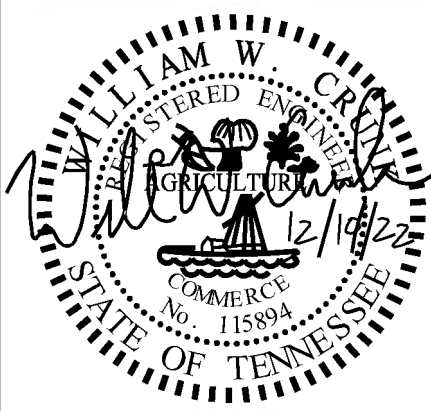
LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067
(WILLIAMSON COUNTY)

SITE DATA TABLE

PROPERTY ADDRESS:	LIBERTY PIKE FRANKLIN, TN 37067
PARCEL ID:	079 05303 0001 4079
PROPERTY ACREAGE:	7.06 ACRES
DESIGN PROFESSIONAL:	CRUNK ENGINEERING LLC 7112 CROSSROADS BLVD SUITE 201 BRENTWOOD, TN 615-873-1795 CONTACT: WILL CRUNK, PE will@crunkeng.com
OWNER:	ADAM HELTON BENCHMARK REALTY 615-668-4663 adam@adamhelton.com

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



LIBERTY PIKE ANNEXATION
LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS		DATE
No.		

12/10/2022 22053

ANNEXATION
INITIATION

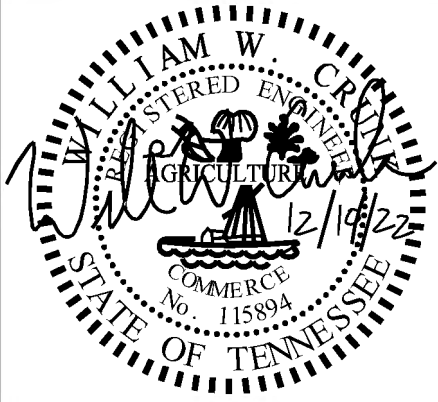
C1.0



LOCATION MAP
1" = 100'



CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



LIBERTY PIKE ANNEXATION
LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	
No.	DATE

12/10/2022 22053

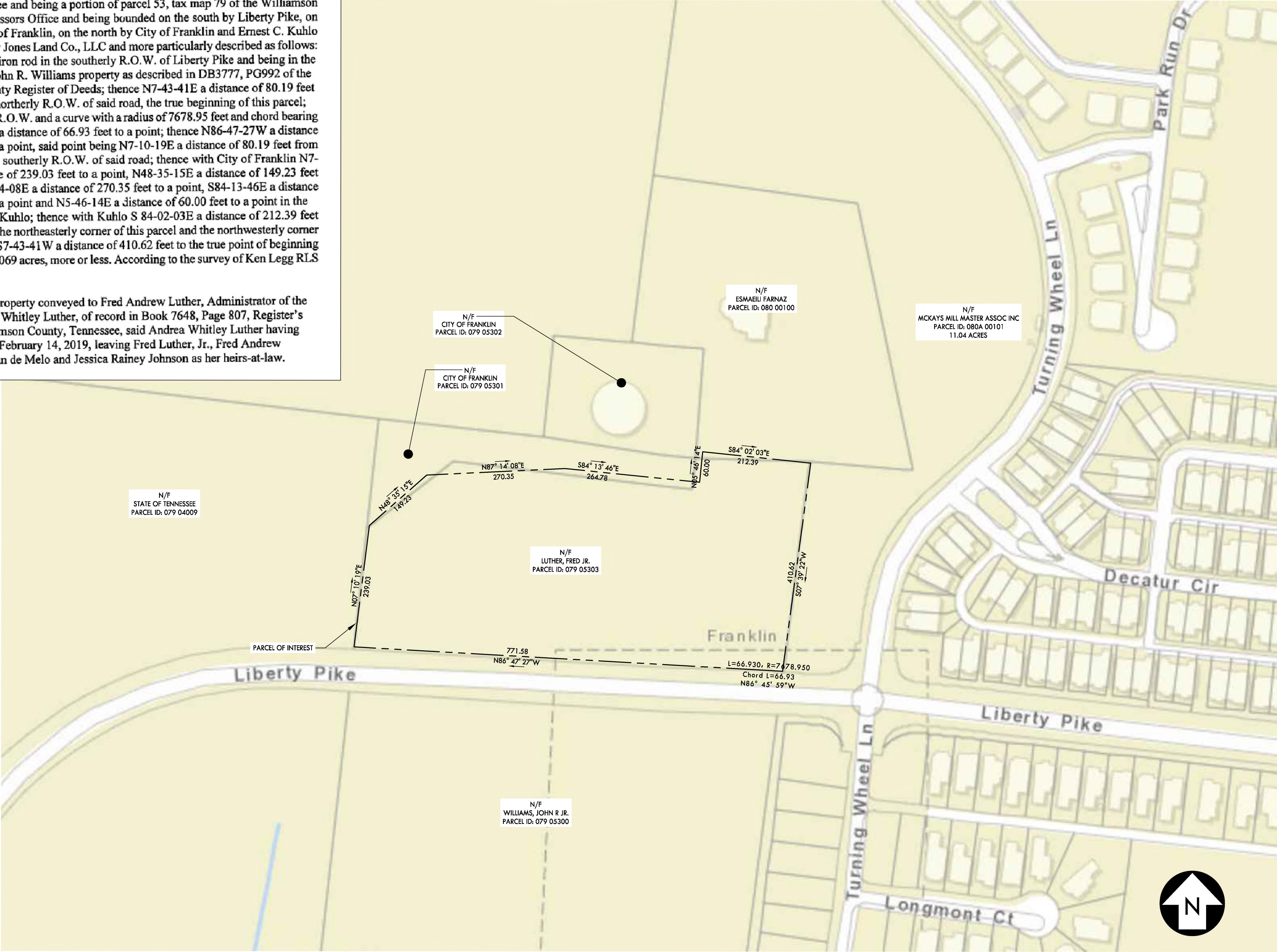
ANNEXATION
INITIATION

C2.0

LEGAL DESCRIPTION:

Being a parcel of land lying wholly within the 14th Civil District of Williamson County, Tennessee and being a portion of parcel 53, tax map 79 of the Williamson County Tax Assessors Office and being bounded on the south by Liberty Pike, on the west by City of Franklin, on the north by City of Franklin and Ernest C. Kuhlo and on the east by Jones Land Co., LLC and more particularly described as follows: Beginning on an iron rod in the southerly R.O.W. of Liberty Pike and being in the easterly line of John R. Williams property as described in DB3777, PG992 of the Williamson County Register of Deeds; thence N7-43-41E a distance of 80.19 feet to a point in the northerly R.O.W. of said road, the true beginning of this parcel; thence with said R.O.W. and a curve with a radius of 7678.95 feet and chord bearing of N86- 45-59W a distance of 66.93 feet to a point; thence N86-47-27W a distance of 771.58 feet to a point, said point being N7-10-19E a distance of 80.19 feet from an iron rod in the southerly R.O.W. of said road; thence with City of Franklin N7-10-19E a distance of 239.03 feet to a point, N48-35-15E a distance of 149.23 feet to a point, N87-14-08E a distance of 270.35 feet to a point, S84-13-46E a distance of 264.78 feet to a point and N5-46-14E a distance of 60.00 feet to a point in the southerly line of Kuhlo; thence with Kuhlo S 84-02-03E a distance of 212.39 feet to a point, being the northeasterly corner of this parcel and the northwesterly corner of Jones; thence S7-43-41W a distance of 410.62 feet to the true point of beginning and containing 7.069 acres, more or less. According to the survey of Ken Legg RLS 1450.

Being the same property conveyed to Fred Andrew Luther, Administrator of the Estate of Andrea Whitley Luther, of record in Book 7648, Page 807, Register's Office for Williamson County, Tennessee, said Andrea Whitley Luther having died intestate on February 14, 2019, leaving Fred Luther, Jr., Fred Andrew Luther, Leigh Ann de Melo and Jessica Rainey Johnson as her heirs-at-law.



CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	DATE	
	No.	

12/10/2022 22053

ANNEXATION
INITIATION

C3.0

**LIBERTY PIKE PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2023-04
RESOLUTION 2023-04
RESOLUTION 2023-05**

Project Information

Existing Land Use: Vacant

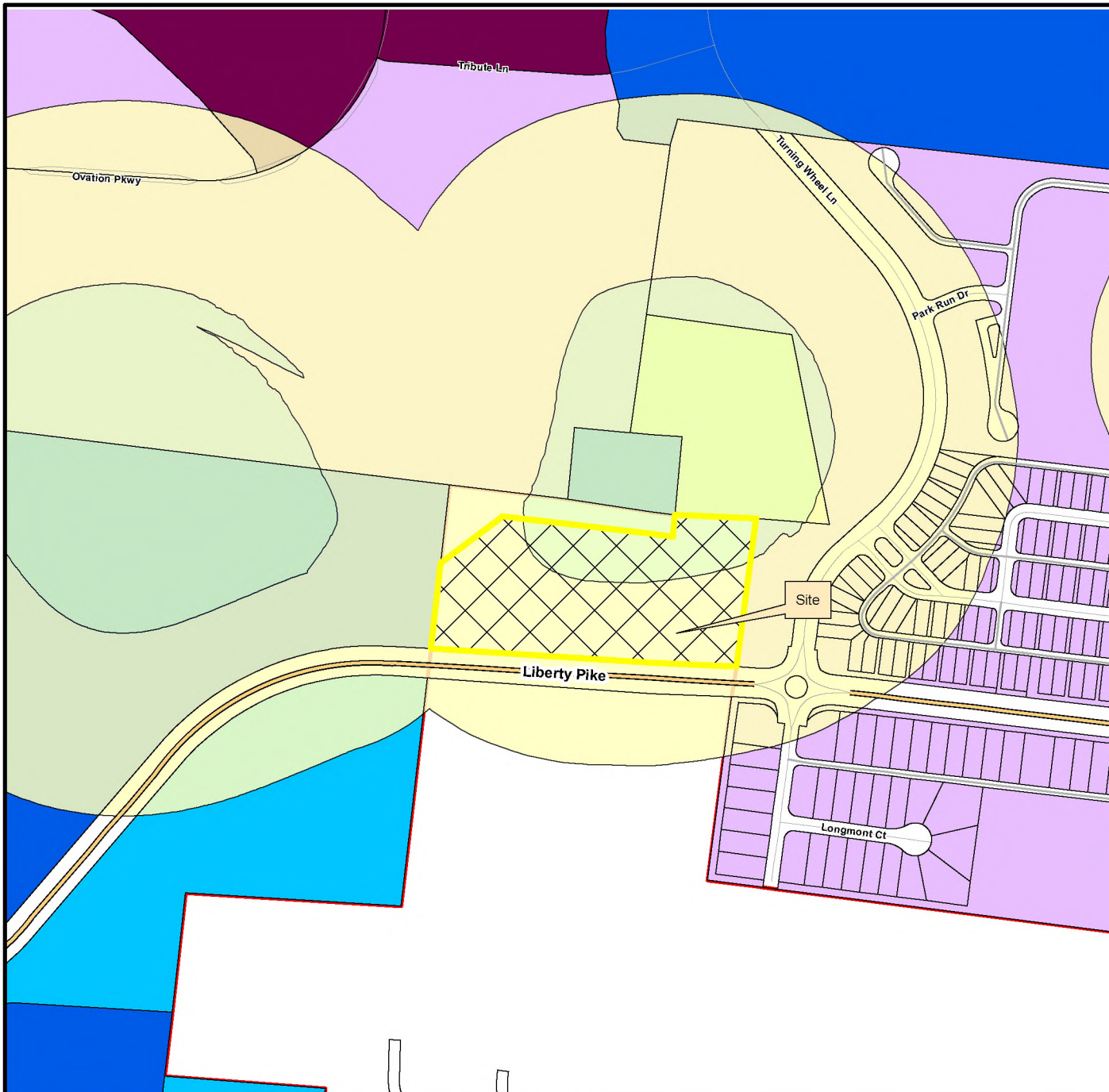
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

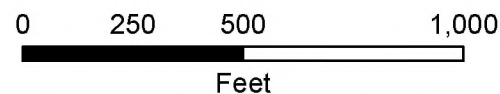
Site Acreage: 7.06 acres

Legend

-  Subject Property
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial
-  CC Central Commercial District
-  DD Downtown District
-  1ST Avenue District
-  5TH Avenue District
-  RC6 Regional Commerce 6 District
-  RC12 Regional Commerce 12 District
-  GO General Office District
-  LI Light Industrial District
-  HI Heavy Industrial District



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FRANKLIN
TENNESSEE

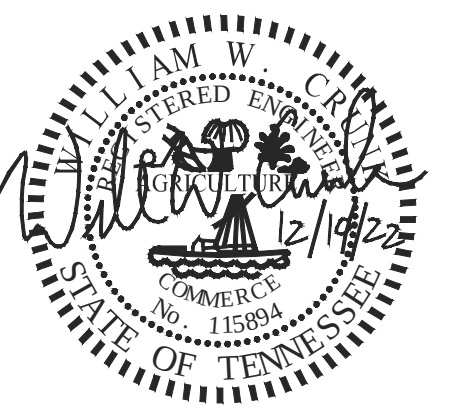
CITY OF FRANKLIN PROJECT #:
916175

LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067
(WILLIAMSON COUNTY)

<u>SITE DATA TABLE</u>	
PROPERTY ADDRESS:	LIBERTY PIKE FRANKLIN, TN 37067
PARCEL ID:	079 05303 00014079
PROPERTY ACREAGE:	7.06 ACRES
DESIGN PROFESSIONAL:	CRUNK ENGINEERING LLC 7112 CROSSROADS BLVD SUITE 201 BRENTWOOD, TN 615-873-1795 CONTACT: WILL CRUNK, PE will@crunkeng.com
OWNER:	ADAM HELTON BENCHMARK REALTY 615-668-4663 adam@adamhelton.com

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

[illegible]

12/10/2022 22053

ANNEXATION INITIATION

C1.0



LOCATION MAP
1" = 100'

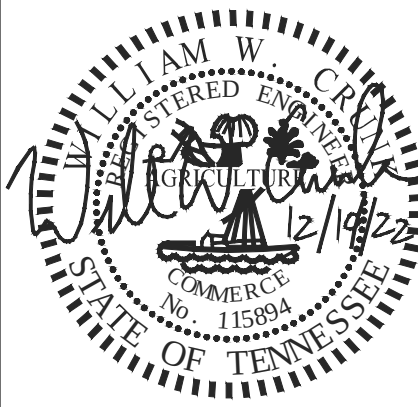
Crunk Engineering LLC 12/10/2022 12:05 PM Liberty Pike Annexation (Crunk) 15.5 x 11.5 (in)



SCALE 1" = 500'



CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
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LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	
No.	DATE

12/10/2022 22053

ANNEXATION
INITIATION

C2.0

Being a parcel of land lying wholly within the 14th Civil District of Williamson County, Tennessee and being a portion of parcel 53, tax map 79 of the Williamson County Tax Assessors Office and being bounded on the south by Liberty Pike, on the west by City of Franklin, on the north by City of Franklin and Ernest C. Kuhlo and on the east by Jones Land Co., LLC and more particularly described as follows: Beginning on an iron rod in the southerly R.O.W. of Liberty Pike and being in the easterly line of John R. Williams property as described in DB3777, PG992 of the Williamson County Register of Deeds; thence N7-43-41E a distance of 80.19 feet to a point in the northerly R.O.W. of said road, the true beginning of this parcel; thence with said R.O.W. and a curve with a radius of 7678.95 feet and chord bearing of N86-45-59W a distance of 66.93 feet to a point; thence N86-47-27W a distance of 771.58 feet to a point, said point being N7-10-19E a distance of 80.19 feet from an iron rod in the southerly R.O.W. of said road; thence with City of Franklin N7-10-19E a distance of 239.03 feet to a point, N48-35-15E a distance of 149.23 feet to a point, N87-14-08E a distance of 270.35 feet to a point, S84-13-46E a distance of 264.78 feet to a point and N5-46-14E a distance of 60.00 feet to a point in the southerly line of Kuhlo; thence with Kuhlo S 84-02-03E a distance of 212.39 feet to a point, being the northeasterly corner of this parcel and the northwesterly corner of Jones; thence S7-43-41W a distance of 410.62 feet to the true point of beginning and containing 7.069 acres, more or less. According to the survey of Ken Legg RLS 1450.

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 7.069 acres, more or less. According to the survey of Ken Legg RLS

property conveyed to Fred Andrew Luther, Administrator of the
 a Whitley Luther, of record in Book 7648, Page 807, Register's
 amson County, Tennessee, said Andrea Whitley Luther having
 n February 14, 2019, leaving Fred Luther, Jr., Fred Andrew
 ann de Melo and Jessica Rainey Johnson as her heirs-at-law.

N/F
 CITY OF FRANKLIN
 PARCEL ID: 079 05302

N/F
 CITY OF FRANKLIN
 PARCEL ID: 079 05301

N/F
 STATE OF TENNESSEE
 PARCEL ID: 079 04009

N/F
 LUTHER, FRED JR.
 PARCEL ID: 079 05303

N/F
 WILLIAMS, JOHN R JR.
 PARCEL ID: 079 05300

N/F
 ESMAELI FARNAZ
 PARCEL ID: 080 00100

N/F
 MCKAY'S MILL MASTER ASSOC INC
 PARCEL ID: 080A 00101
 11.04 ACRES

Parcel of Interest

Liberty Pike

Turning Wheel Ln

Decatur Cir

Longmont Ct

Franklin

N87° 14' 08" E 270.35

N48° 35' 15" E 149.23

N07° 10' 19" E 239.03

N86° 47' 27" W 771.58

S84° 13' 46" E 264.78

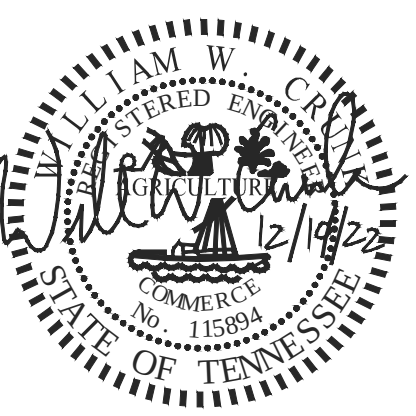
N05° 46' 14" E 60.00

S84° 02' 03" E 212.39

S07° 39' 22" W 410.62

L=66.930, R=7678.950
 Chord L=66.93
 N86° 45' 59" W

North Arrow



LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	
No.	DATE
12/10/2022	22053

C3.0



File #: 21-03427

DATE: February 20, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

*Consideration Of Resolution 2023-04, A Resolution To Annex A Property On Liberty Pike, Consisting Of 7.06 Acres, Located North Of Liberty Pike And West Of Turning Wheel Lane And Adjoining The City Limits Within The Eastern Part Of The Franklin Urban Growth Boundary (UGB). Establishing A Public Hearing On April 11, 2023
FMPC 2/23/23, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 8070
Applicant: Adam Crunk, Crunk Engineering
Owner: Jessica Rainey Johnson, Leigh Anne Luther de Melo, Fred Luther, Jr., and Fred Andrew Luther

BACKGROUND/STAFF COMMENTS:

The property being considered for annexation is contiguous to the City limits and is within the City's Urban Growth Boundary (UGB). This property was not included in the growth area study from 2018 as it is within the Watson Branch Drainage Basin. The Watson Branch Drainage Basin is almost entirely composed of existing City properties, and this is one of the few remaining to be annexed. This property is contiguous to the City on the north, east, and west, but would be adjacent to Liberty Pike to the south and the County across Liberty Pike.

The subject property is within the Mixed Residential Design Concept as defined by the Envision Franklin Land Use Plan. No additional plan for further development of the property has been submitted at this time. The applicant intends to subdivide the property into two single-family residential lots. A zoning for the subject property is also included on this agenda.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Resolution 2023-04 by a vote of 8-0.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-04.

RESOLUTION 2023-04

A RESOLUTION TO ANNEX A PROPERTY ON LIBERTY PIKE, CONSISTING OF 7.06 ACRES, LOCATED NORTH OF LIBERTY PIKE AND WEST OF TURNING WHEEL LANE AND ADJOINING THE CITY LIMITS WITHIN THE EASTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB).

WHEREAS, Fred Luther, Jr., Fred Andrew Luther, Leigh Anne de Melo, and Jessica Rainey Johnson, (“Owners”) of property located North of Liberty Pike and West of Turning Wheel Lane (“Property”) petitioned the Board of Mayor and Aldermen (“BOMA”) of the City of Franklin, Tennessee (“City”), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (“UGB”); and

WHEREAS, the Plan of Services and annexation request has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by *T.C.A. § 6-51-102*, as amended; and

WHEREAS, a public hearing was held following public notice as required by *Tennessee Code Annotated* Title 6, Chapter 51, as amended; and

WHEREAS, the BOMA has adopted a Plan of Services for the annexation area as described in Resolution 2023-05; and

WHEREAS, the BOMA has determined that it is in the best interest of its existing residents to annex the Property described herein and that failure to annex said property will inhibit the prosperity of the City and endanger the health, safety and welfare of its inhabitants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the following described Property shall be, and is hereby, annexed in and to the corporate limits of the City of Franklin, Tennessee:

PREMISES CONSIDERED

Map-Parcel	Acres
79-05303	7.06
Total	7.06

SECTION II: That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Resolution.

SECTION III: That the annexed Property shall become part of Aldermanic Ward 1.

SECTION IV. BE IT FINALLY RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

**LIBERTY PIKE PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2023-04
RESOLUTION 2023-04
RESOLUTION 2023-05**

Project Information

Existing Land Use: Vacant

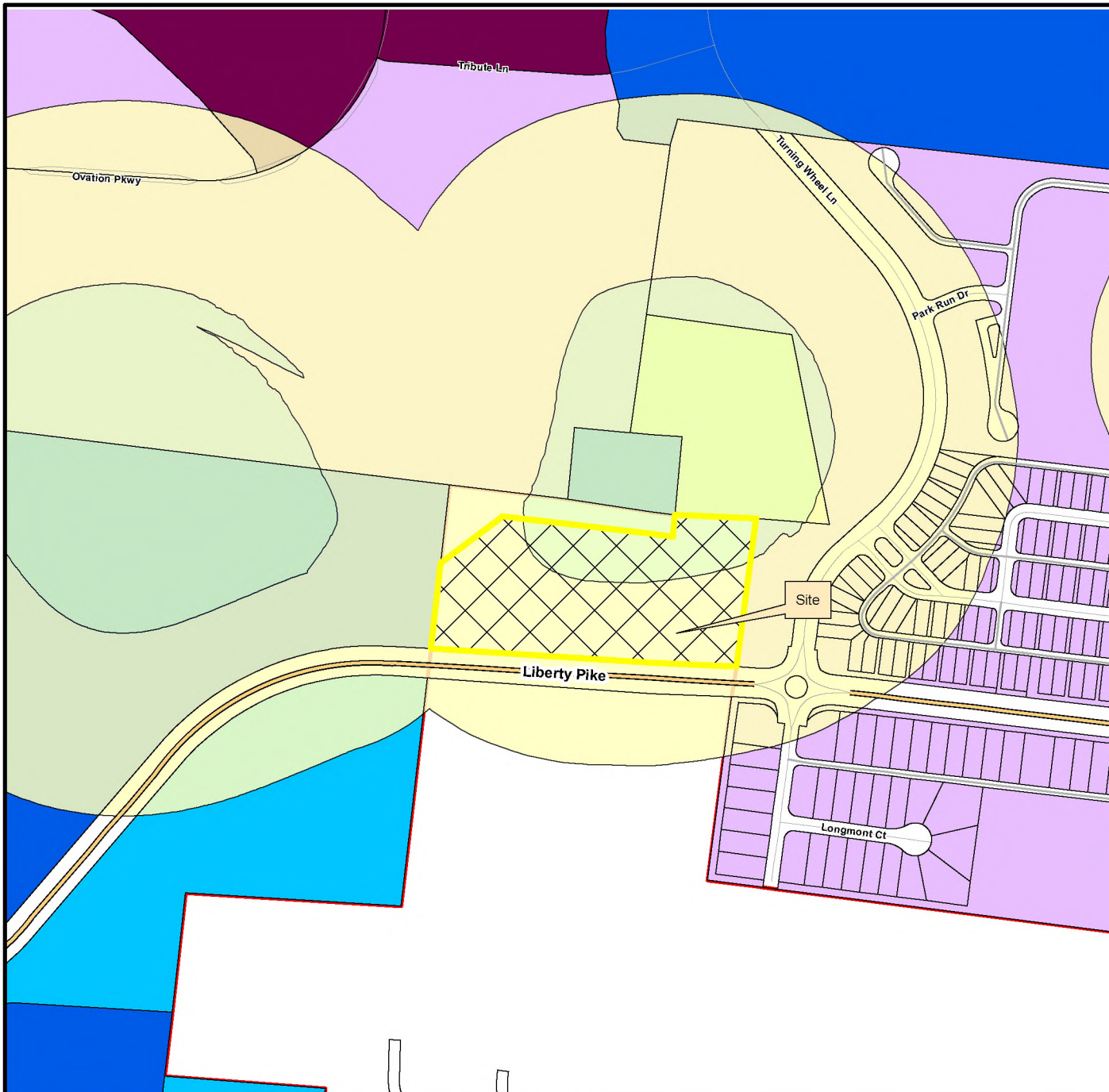
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

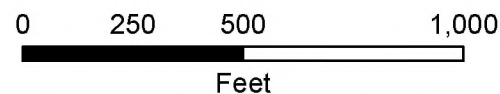
Site Acreage: 7.06 acres

Legend

-  Subject Property
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial
-  CC Central Commercial District
-  DD Downtown District
-  1ST Avenue District
-  5TH Avenue District
-  RC6 Regional Commerce 6 District
-  RC12 Regional Commerce 12 District
-  GO General Office District
-  LI Light Industrial District
-  HI Heavy Industrial District



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HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN PROJECT #:
916175

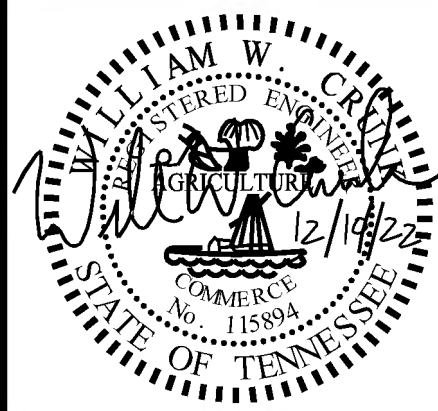
LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067
(WILLIAMSON COUNTY)

SITE DATA TABLE

PROPERTY ADDRESS:	LIBERTY PIKE FRANKLIN, TN 37067
PARCEL ID:	079 05303 0001 4079
PROPERTY ACREAGE:	7.06 ACRES
DESIGN PROFESSIONAL:	CRUNK ENGINEERING LLC 7112 CROSSROADS BLVD SUITE 201 BRENTWOOD, TN 615-873-1795 CONTACT: WILL CRUNK, PE will@crunkeng.com
OWNER:	ADAM HELTON BENCHMARK REALTY 615-668-4663 adam@adamhelton.com

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WWW.CRUNKENG.COM



LIBERTY PIKE ANNEXATION
LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS		DATE
No.		

12/10/2022 22053

ANNEXATION
INITIATION

C1.0

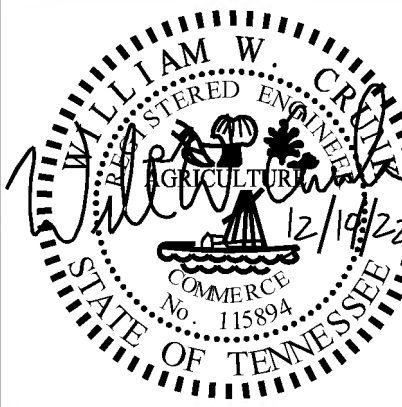


LOCATION MAP
1" = 100'



SCALE 1" = 500'

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LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	
No.	DATE

12/10/2022 22053

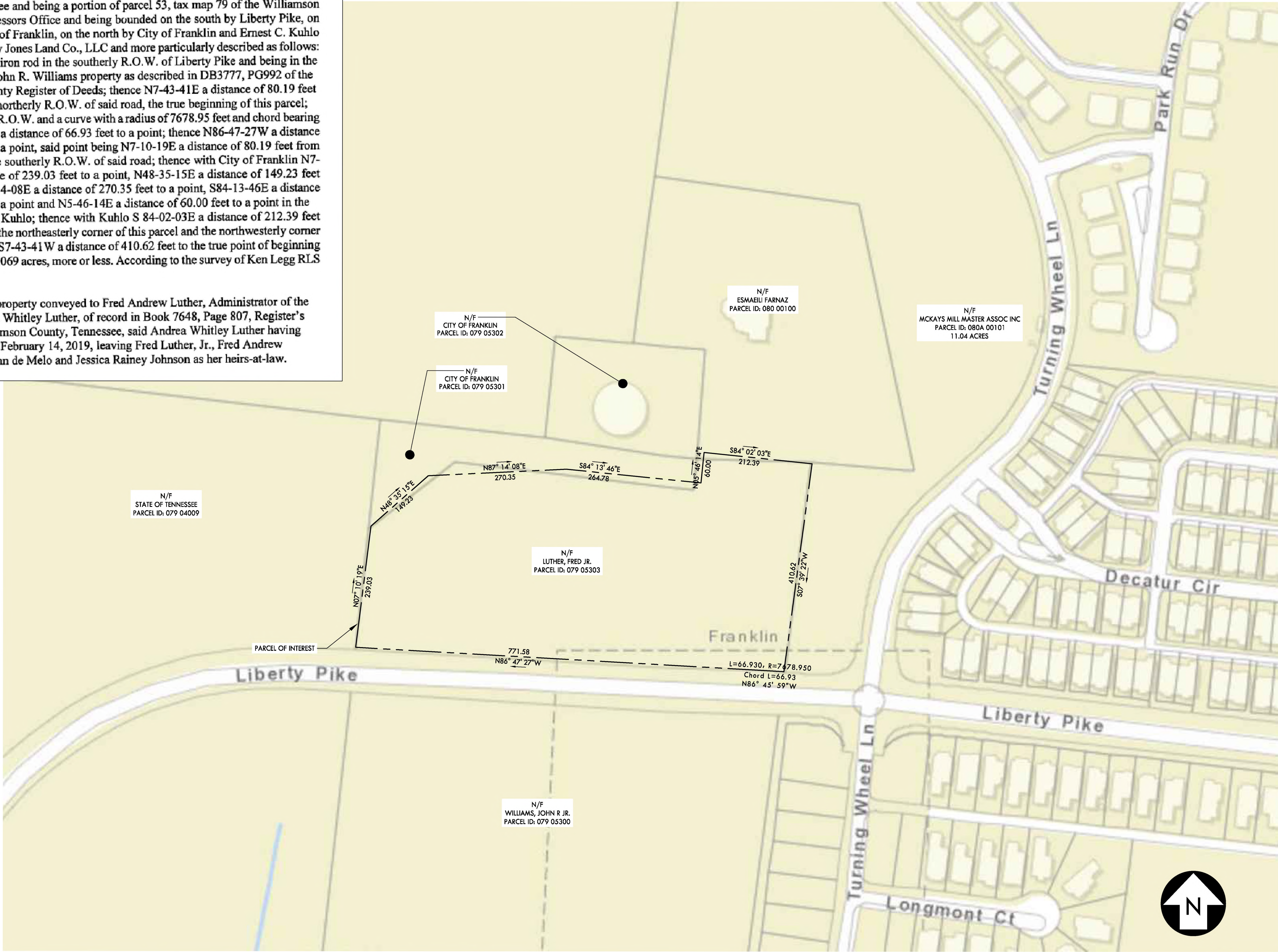
ANNEXATION
INITIATION

C2.0

LEGAL DESCRIPTION:

Being a parcel of land lying wholly within the 14th Civil District of Williamson County, Tennessee and being a portion of parcel 53, tax map 79 of the Williamson County Tax Assessors Office and being bounded on the south by Liberty Pike, on the west by City of Franklin, on the north by City of Franklin and Ernest C. Kuhlo and on the east by Jones Land Co., LLC and more particularly described as follows: Beginning on an iron rod in the southerly R.O.W. of Liberty Pike and being in the easterly line of John R. Williams property as described in DB3777, PG992 of the Williamson County Register of Deeds; thence N7-43-41E a distance of 80.19 feet to a point in the northerly R.O.W. of said road, the true beginning of this parcel; thence with said R.O.W. and a curve with a radius of 7678.95 feet and chord bearing of N86- 45-59W a distance of 66.93 feet to a point; thence N86-47-27W a distance of 771.58 feet to a point, said point being N7-10-19E a distance of 80.19 feet from an iron rod in the southerly R.O.W. of said road; thence with City of Franklin N7-10-19E a distance of 239.03 feet to a point, N48-35-15E a distance of 149.23 feet to a point, N87-14-08E a distance of 270.35 feet to a point, S84-13-46E a distance of 264.78 feet to a point and N5-46-14E a distance of 60.00 feet to a point in the southerly line of Kuhlo; thence with Kuhlo S 84-02-03E a distance of 212.39 feet to a point, being the northeasterly corner of this parcel and the northwesterly corner of Jones; thence S7-43-41W a distance of 410.62 feet to the true point of beginning and containing 7.069 acres, more or less. According to the survey of Ken Legg RLS 1450.

Being the same property conveyed to Fred Andrew Luther, Administrator of the Estate of Andrea Whitley Luther, of record in Book 7648, Page 807, Register's Office for Williamson County, Tennessee, said Andrea Whitley Luther having died intestate on February 14, 2019, leaving Fred Luther, Jr., Fred Andrew Luther, Leigh Ann de Melo and Jessica Rainey Johnson as her heirs-at-law.



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LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

No.	REVISIONS	
	DATE	

12/10/2022 22053

ANNEXATION
INITIATION

C3.0

**LIBERTY PIKE PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2023-04
RESOLUTION 2023-04
RESOLUTION 2023-05**

Project Information

Existing Land Use: Vacant

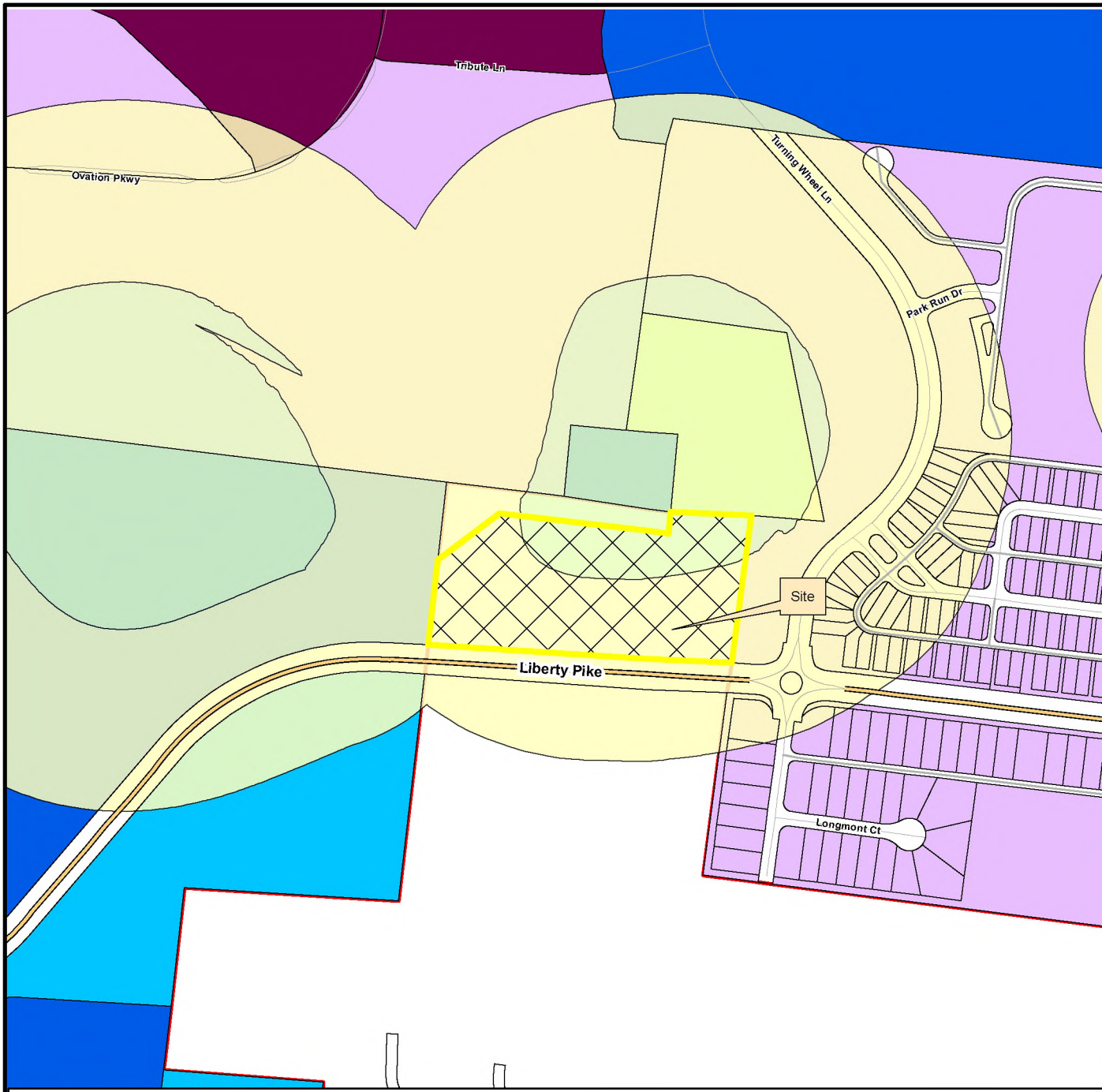
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

Site Acreage: 7.06 acres

Legend

-  Subject Property
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
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0 250 500 1,000
Feet



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN PROJECT #:
916175

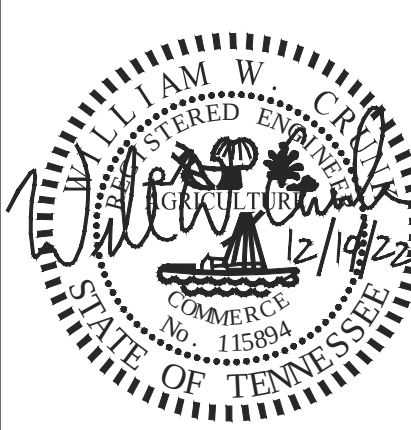
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LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	
No.	DATE

ANNEXATION
INITIATION

C1.0



LOCATION MAP
1" = 100'

Crunk Engineering LLC 12/10/2022 12:05:11 PM Liberty Pike Annexation (Crunk) 15.5 x 11.5 (in)



SCALE 1" = 500'



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LIBERTY PIKE ANNEXATION

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REVISIONS	
No.	DATE

12/10/2022 22053

ANNEXATION
INITIATION

C2.0

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N/F
 CITY OF FRANKLIN
 PARCEL ID: 079 05302

N/F
 CITY OF FRANKLIN
 PARCEL ID: 079 05301

N/F
 STATE OF TENNESSEE
 PARCEL ID: 079 04009

N/F
 LUTHER, FRED JR.
 PARCEL ID: 079 05303

N/F
 WILLIAMS, JOHN R JR.
 PARCEL ID: 079 05300

N/F
 ESMAELI FARNAZ
 PARCEL ID: 080 00100

N/F
 MCKAYS MILL MASTER ASSOC INC
 PARCEL ID: 080A 00101
 11.04 ACRES

Parcel of Interest

Liberty Pike

Turning Wheel Ln

Decatur Cir

Longmont Ct

Franklin

N87° 14' 08" E
 270.35

N48° 35' 15" E
 149.23

N07° 10' 19" E
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S07° 39' 22" W
 410.62

L=66.930, R=7678.950
 Chord L=66.93
 N86° 45' 59" W

North Arrow



LIBERTY PIKE FRANKLIN, TN 37067

[illegible]

ANNEXATION INITIATION

C3.0



File #: 21-03428

DATE: February 20, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2023-04, An Ordinance To Zone 7.06 Acres Estate Residential (ER) District And Hillside/Hillcrest Overlay (HHO) District, For The Property Located North Of Liberty Pike And West Of Turning Wheel Lane. Establishing A Public Hearing On April 11, 2023
FMPC 2/23/23, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 8070
Applicant: Adam Crunk, Crunk Engineering
Owner: Jessica Rainey Johnson, Leigh Anne Luther de Melo, Fred Luther, Jr., and Fred Andrew Luther

BACKGROUND/STAFF COMMENTS:

The applicant for the property off Liberty Pike (Map-Parcel 79-05303) has submitted an annexation application (considered on this agenda) without a zoning request. A zoning district must be assigned to any annexed property, and shall be established by aligning with the requirements of Chapter 20.4.4 which references Chapter 20.2, which states that,

"When a property is annexed, a zoning district shall be established per one of the following:

1. The property shall be zoned AG or ER, depending on the acreage;
2. Any property subject to a recorded subdivision shall be zoned to the district that most closely resembles the existing development in terms of uses and lot sizes. If such district is PD, final plats on record in the Williamson County Register's office shall serve as the development plan; or
3. If the applicant wishes to establish a different zoning district, a rezoning application must be submitted concurrently with the annexation application."

The criteria for the zoning, since the applicant did not request a specific zone and the property is not part of a recorded subdivision, leaves only two choices for the zoning, AG or ER. Staff finds that Estate Residential (ER) is the most appropriate of the two options, should the Plan of Services, RES 2023-05, and Annexation, RES 2023-04, be approved by BOMA, due to the property's assigned

Design Concept of Mixed-Family Residential and that the existing development surrounding the subject property is primarily residential in nature. The Envision Franklin Mixed Residential Design Concept, states, "The defined character may vary by neighborhood, but new developments should transition from the existing development patterns in adjacent neighborhoods." The proposed zoning of Estate Residential (ER) is also appropriate for the applicant's desire to create two single-family residential lots. No site plan for the property has been submitted at this time.

PROCEDURAL REQUIREMENTS:

1. The City's project identification number shall be included on all correspondence with any City department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Ordinance 2023-04 by a vote of 8-0.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2023-04.

ORDINANCE 2023-04

AN ORDINANCE TO ZONE 7.06 ACRES ESTATE RESIDENTIAL (ER) DISTRICT AND HILLSIDE/HILLCREST OVERLAY (HHO) DISTRICT, FOR THE PROPERTY LOCATED NORTH OF LIBERTY PIKE AND WEST OF TURNING WHEEL LANE

WHEREAS, Fred Luther, Jr., Fred Andrew Luther, Leigh Anne de Melo, and Jessica Rainey Johnson, (“Owners”) of property located North of Liberty Pike and West of Turning Wheel Lane (“Property”) petitioned the Board of Mayor and Aldermen (“BOMA”) of the City of Franklin, Tennessee (“City”), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (“UGB”); and

WHEREAS, the BOMA has adopted a Plan of Services and annexed the property as described in Resolution 2023-04 and Resolution 2023-05; and

WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the Estate Residential district, , provide zoning for land uses compatible with both the Franklin Land Use Plan and the surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission (FMPC).

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the following described Property shall be, and is hereby, zoned the following:
Estate Residential District:

PREMISES CONSIDERED

Map-Parcel	Acres
79-05303	7.06
Total	7.06

SECTION II: That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION III. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric Stuckey

City Administrator

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

**LIBERTY PIKE PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2023-04
RESOLUTION 2023-04
RESOLUTION 2023-05**

Project Information

Existing Land Use: Vacant

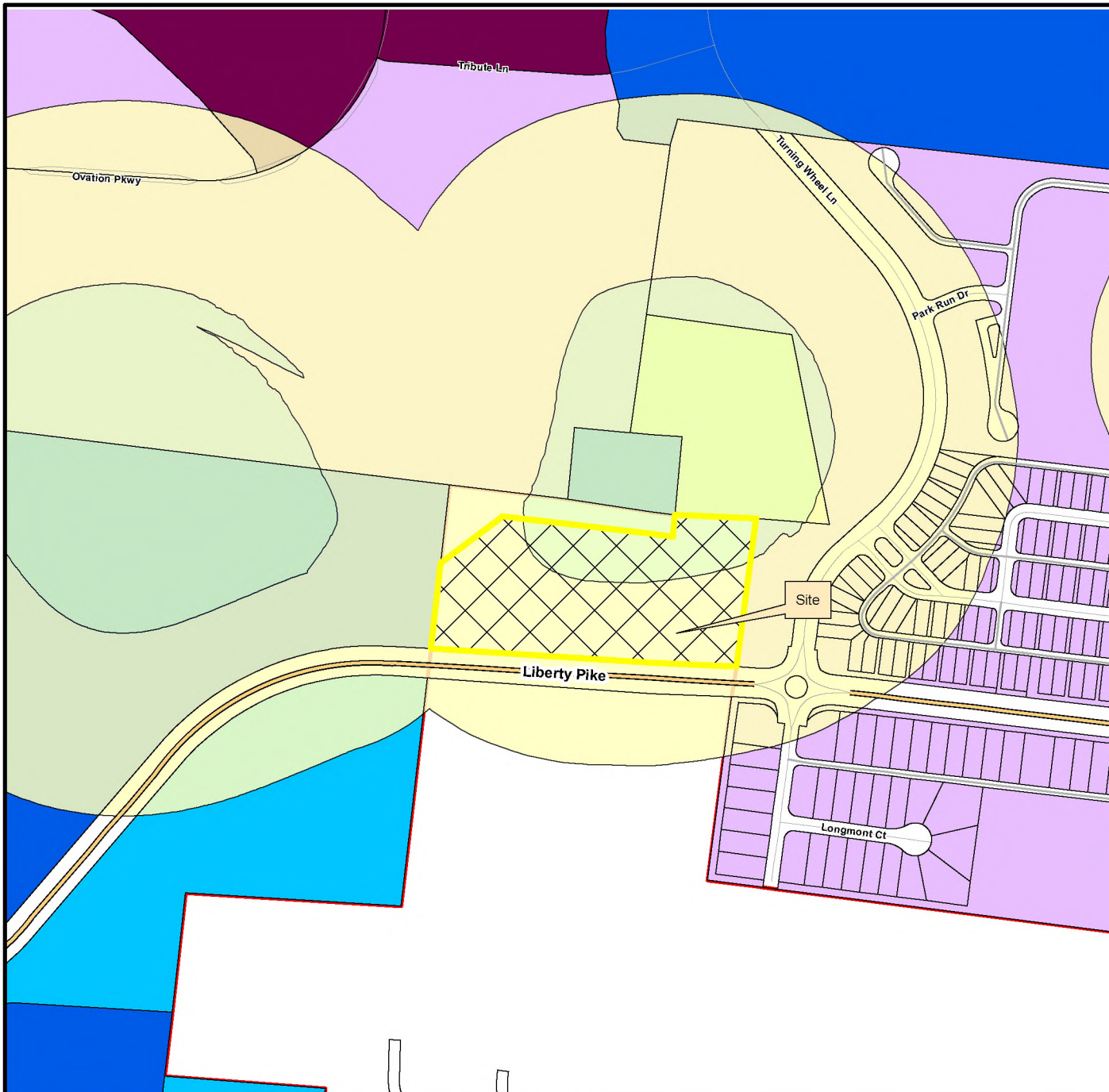
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

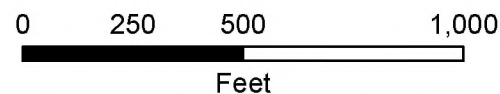
Site Acreage: 7.06 acres

Legend

-  Subject Property
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial
-  CC Central Commercial District
-  DD Downtown District
-  1ST Avenue District
-  5TH Avenue District
-  RC6 Regional Commerce 6 District
-  RC12 Regional Commerce 12 District
-  GO General Office District
-  LI Light Industrial District
-  HI Heavy Industrial District



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HISTORIC
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TENNESSEE

CITY OF FRANKLIN PROJECT #:
916175

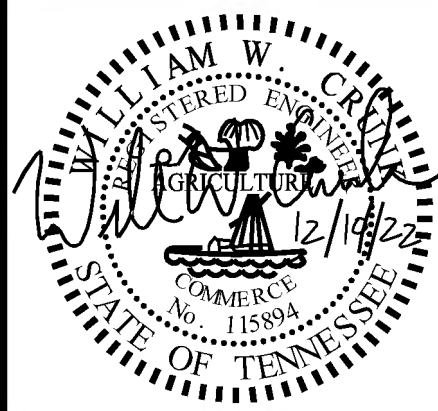
LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067
(WILLIAMSON COUNTY)

SITE DATA TABLE

PROPERTY ADDRESS:	LIBERTY PIKE FRANKLIN, TN 37067
PARCEL ID:	079 05303 0001 4079
PROPERTY ACREAGE:	7.06 ACRES
DESIGN PROFESSIONAL:	CRUNK ENGINEERING LLC 7112 CROSSROADS BLVD SUITE 201 BRENTWOOD, TN 615-873-1795 CONTACT: WILL CRUNK, PE will@crunkeng.com
OWNER:	ADAM HELTON BENCHMARK REALTY 615-668-4663 adam@adamhelton.com

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



LIBERTY PIKE ANNEXATION
LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS		DATE
No.		

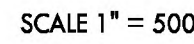
12/10/2022 22053

ANNEXATION
INITIATION

C1.0



LOCATION MAP
1" = 100'

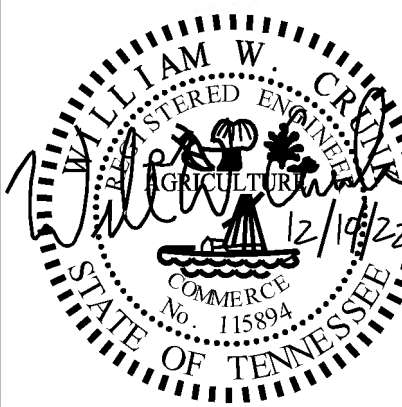


REVISIONS	
No.	DATE

ANNEXATION INITIATION

C2.0

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



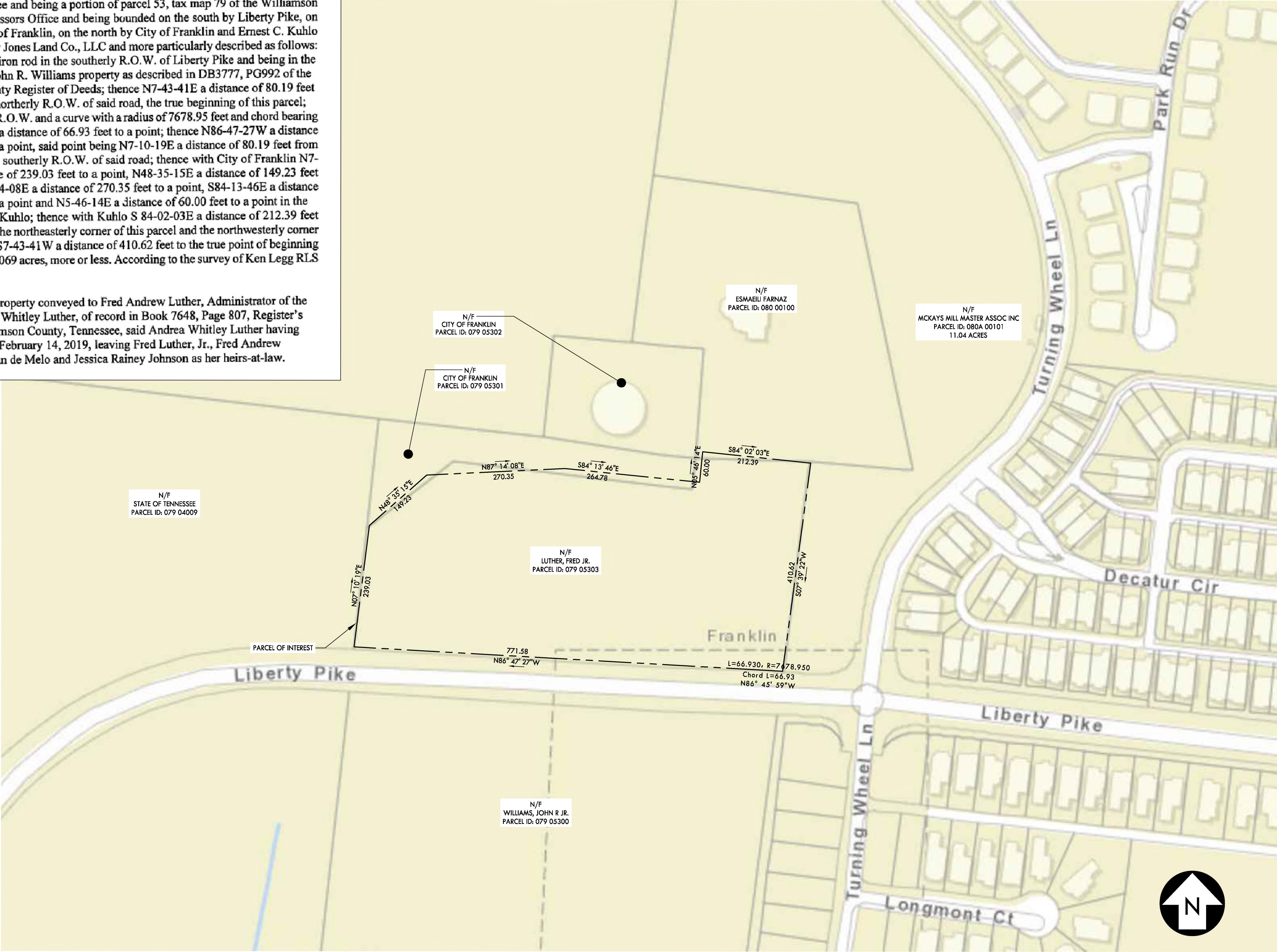
LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

LEGAL DESCRIPTION:

Being a parcel of land lying wholly within the 14th Civil District of Williamson County, Tennessee and being a portion of parcel 53, tax map 79 of the Williamson County Tax Assessors Office and being bounded on the south by Liberty Pike, on the west by City of Franklin, on the north by City of Franklin and Ernest C. Kuhlo and on the east by Jones Land Co., LLC and more particularly described as follows: Beginning on an iron rod in the southerly R.O.W. of Liberty Pike and being in the easterly line of John R. Williams property as described in DB3777, PG992 of the Williamson County Register of Deeds; thence N7-43-41E a distance of 80.19 feet to a point in the northerly R.O.W. of said road, the true beginning of this parcel; thence with said R.O.W. and a curve with a radius of 7678.95 feet and chord bearing of N86- 45-59W a distance of 66.93 feet to a point; thence N86-47-27W a distance of 771.58 feet to a point, said point being N7-10-19E a distance of 80.19 feet from an iron rod in the southerly R.O.W. of said road; thence with City of Franklin N7-10-19E a distance of 239.03 feet to a point, N48-35-15E a distance of 149.23 feet to a point, N87-14-08E a distance of 270.35 feet to a point, S84-13-46E a distance of 264.78 feet to a point and N5-46-14E a distance of 60.00 feet to a point in the southerly line of Kuhlo; thence with Kuhlo S 84-02-03E a distance of 212.39 feet to a point, being the northeasterly corner of this parcel and the northwesterly corner of Jones; thence S7-43-41W a distance of 410.62 feet to the true point of beginning and containing 7.069 acres, more or less. According to the survey of Ken Legg RLS 1450.

Being the same property conveyed to Fred Andrew Luther, Administrator of the Estate of Andrea Whitley Luther, of record in Book 7648, Page 807, Register's Office for Williamson County, Tennessee, said Andrea Whitley Luther having died intestate on February 14, 2019, leaving Fred Luther, Jr., Fred Andrew Luther, Leigh Ann de Melo and Jessica Rainey Johnson as her heirs-at-law.



SCALE 1" = 100'

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	DATE	
	No.	

12/10/2022 22053

ANNEXATION
INITIATION

C3.0

**LIBERTY PIKE PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2023-04
RESOLUTION 2023-04
RESOLUTION 2023-05**

Project Information

Existing Land Use: Vacant

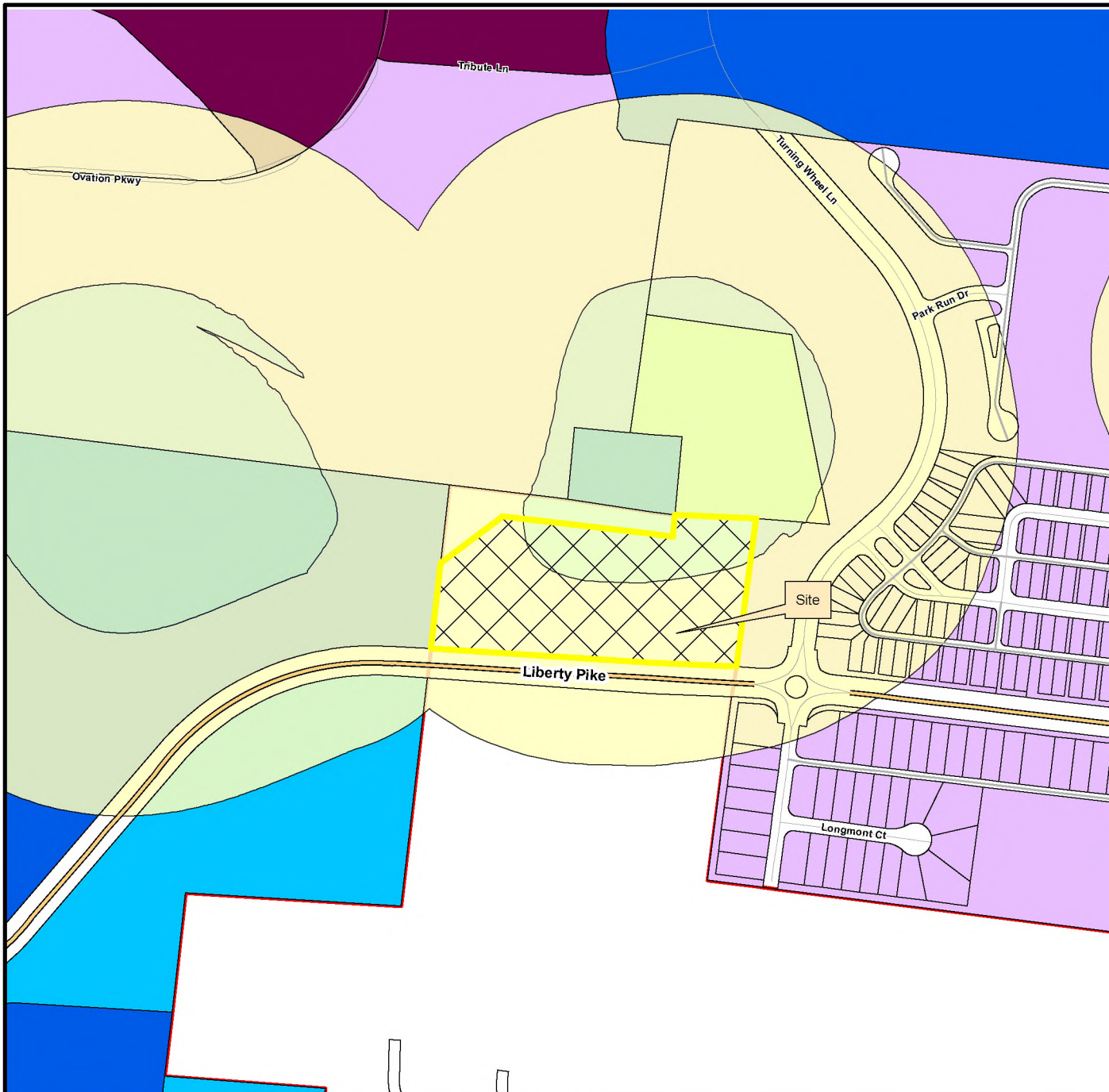
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

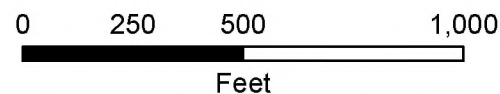
Site Acreage: 7.06 acres

Legend

-  Subject Property
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-  ER Estate Residential District
-  R1 Residential 1 District
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-  OR Office Residential District
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HISTORIC
FRANKLIN
TENNESSEE

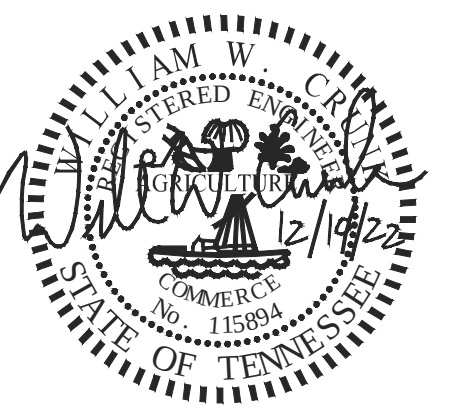
CITY OF FRANKLIN PROJECT #:
916175

LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067
(WILLIAMSON COUNTY)

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OWNER:	ADAM HELTON BENCHMARK REALTY 615-668-4663 adam@adamhelton.com

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
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LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	
No.	DATE

12/10/2022 22053

ANNEXATION INITIATION

C1.0



LOCATION MAP
1" = 100'

Crunk Engineering LLC 12/10/2022 12:05 PM Liberty Pike Annexation (Crunk) 15.5 x 11.5 (in)



CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



LIBERTY PIKE ANNEXATION

LIBERTY PIKE FRANKLIN, TN 37067

REVISIONS	
No.	DATE

12/10/2022 22053

ANNEXATION
INITIATION

C2.0

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 amson County, Tennessee, said Andrea Whitley Luther having
 n February 14, 2019, leaving Fred Luther, Jr., Fred Andrew
 ann de Melo and Jessica Rainey Johnson as her heirs-at-law.

N/F
 STATE OF TENNESSEE
 PARCEL ID: 079 04009

N/F
 CITY OF FRANKLIN
 PARCEL ID: 079 05302

N/F
 CITY OF FRANKLIN
 PARCEL ID: 079 05301

N/F
 LUTHER, FRED JR.
 PARCEL ID: 079 05303

N/F
 WILLIAMS, JOHN R JR.
 PARCEL ID: 079 05300

N/F
 ESMAILI FARNAZ
 PARCEL ID: 080 00100

N/F
 MCKAYS MILL MASTER ASSOC INC
 PARCEL ID: 080A 00101
 11.04 ACRES

PARCEL OF INTEREST

Liberty Pike

Turning Wheel Ln

Decatur Cir

Longmont Ct

Franklin

N7-10-19E 80.19
 N48-35-15E 149.23
 N87-14-08E 270.35
 S84-13-46E 264.78
 N5-46-14E 60.00
 S84-02-03E 212.39
 S7-43-41W 410.62
 N86-47-27W 771.58
 L=66.930, R=7678.950
 Chord L=66.93
 N86-45-59W

North Arrow



LIBERTY PIKE FRANKLIN, TN 37067

[illegible]

ANNEXATION INITIATION

C3.0



File #: 21-04390

DATE: March 3, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Presentation And Discussion Concerning Transportation Impacts And Current City Of Franklin Requirements

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning transportation impacts and current city Requirements.

BACKGROUND/STAFF COMMENTS:

Traffic projects in the Cool Springs area and Goose Creek area show a significant amount of extreme delay. City staff is seeking input on how to best manage the projected growth and ensure that we are adequately planning for the future infrastructure needs around the City. Staff will provide an overview of the Cool Springs Traffic Study, and provide examples of extreme delays. In addition, staff will provide a high level summary of our current Traffic Impact Analysis (TIA) requirements and Capital Investment Program. The ultimate goal is to obtain feedback and guidance on how to handle recommendations associated with individual developments as they are proposed.

FINANCIAL IMPACT:

No financial impact.

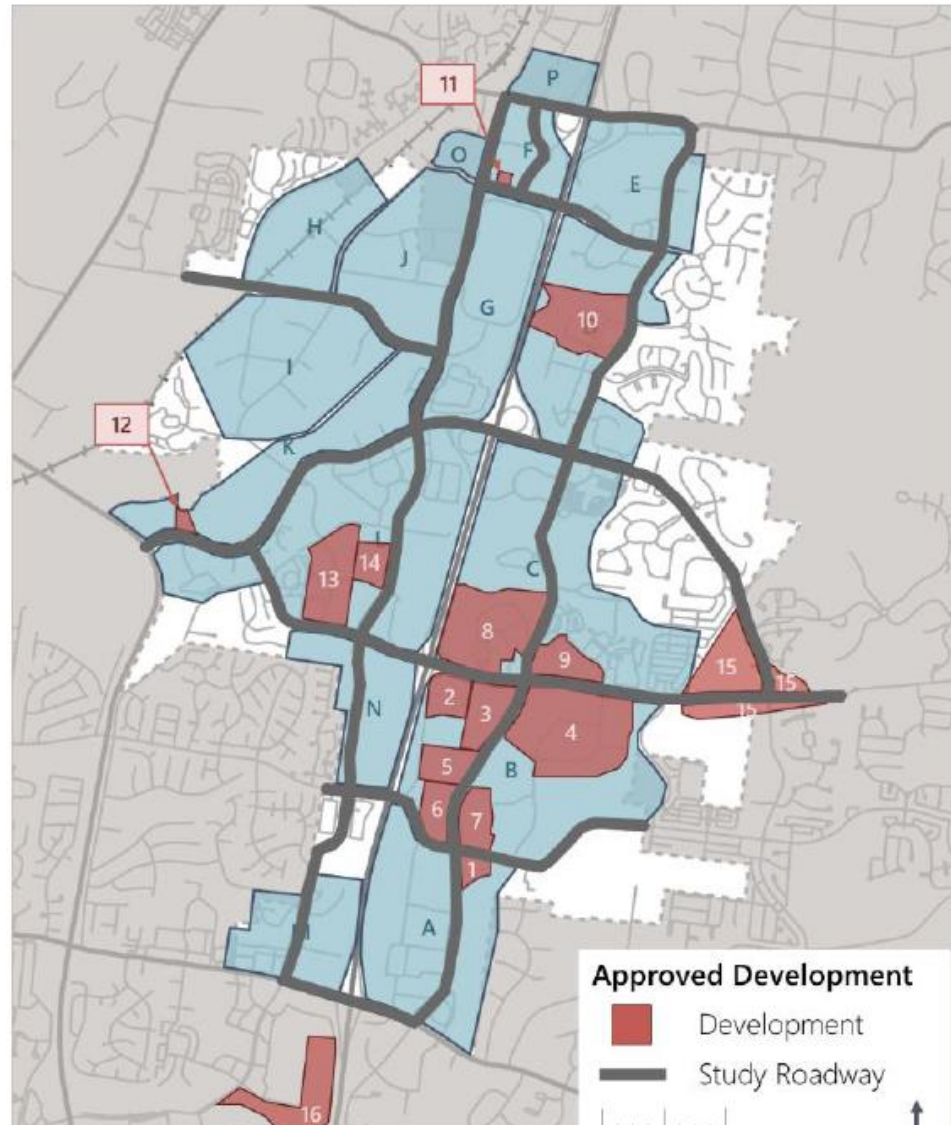
RECOMMENDATION:

This item is for discussion only. City staff has no formal recommendations at this time.

Agenda

- Review Approved Development and Scenario 2 and 3 from the Cool Springs Transportation Network Study
 - Scenario 2 – 100% Build out of Approved Development
 - Scenario 3 – 25% of Proposed Development Potential based on current land use policy (Parking Lot Infill; Redevelopment of Existing Properties)
- Examples of Extreme Delays
- Overview of TIA Guidelines and Requirements
- Summary of City Funded Projects
- Discussion Concerning Process and Requirements Associated With Offsite Road Improvements and Requested Guidance

Approved Development – Cool Springs Transportation Study



1. Liberty Station (100%)
2. Franklin Summit (0%)
3. Aureum (0%)
4. Ovation (15%)
5. Huffines Ridge (0%)
6. Carothers Crossing West (50%)
7. Carothers Crossing East (100%)
8. Franklin Park (40%)
9. Apex Village (0%)
10. East Works (0%)
11. Bakers Bridge Hotel (100%)
12. Legends View At Franklin (0%)
13. McEwen Town Center (40%)
14. Mallory Green (100%)
15. Avalon Square (0%)
16. Vintage Franklin (0%)

Not in Study: The Haven (0%); Optima (0%)

Developer Managed Offsite Improvements
Required

Level of Service Summary

LEVEL OF SERVICE	DESCRIPTION	UNSIGNALIZED CONTROL DELAY (sec/veh)	SIGNALIZED CONTROL DELAY (sec/veh)
A	Little or no delay	≤ 10.0	≤ 10.0
B	Short traffic delay	>10 and ≤ 15	>10 and ≤ 20
C	Average traffic delay	>15 and ≤ 25	>20 and ≤ 35
D	Long traffic delay	>25 and ≤ 35	>35 and ≤ 55
E	Very long traffic delay	>35 and ≤ 50	>55 and ≤ 80
F	Extreme traffic delay	> 50.0	> 80.0

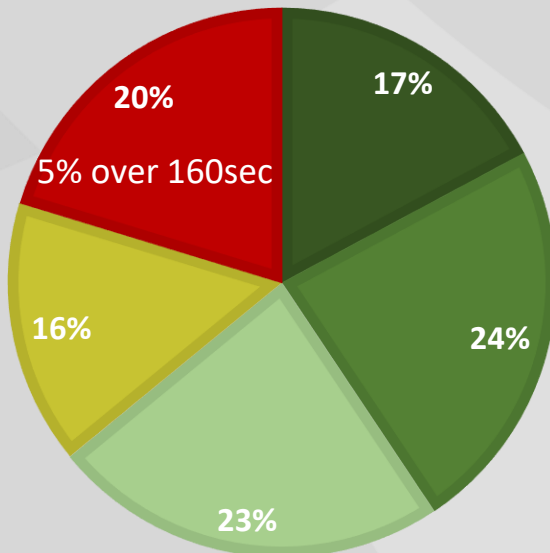
Source: *Highway Capacity Manual*, HCM 6

*Intolerable Delays (Really Bad LOS F) varies by individual – Consensus typically is having to sit through multiple cycles (more than 2) of a traffic signal to get through an intersection. This equates to **over** 160 seconds of delay in most City of Franklin Signal Timing scenarios*

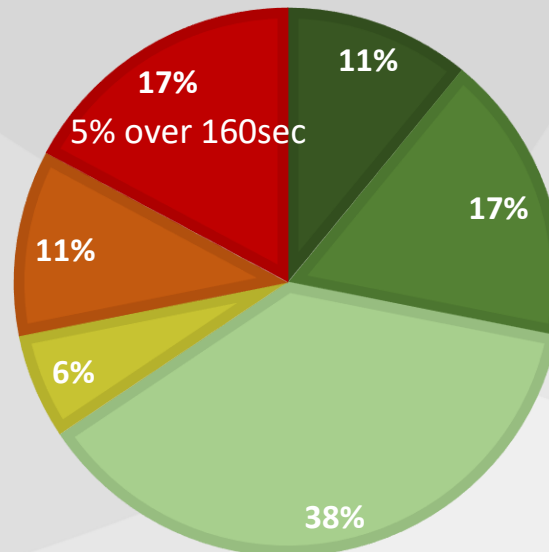
Scenario 2:

100% APPROVED DEVELOPMENT RESULTS

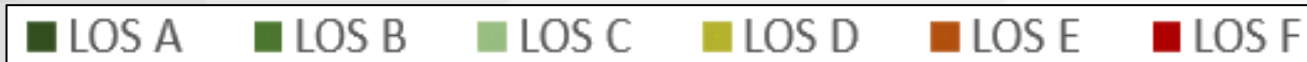
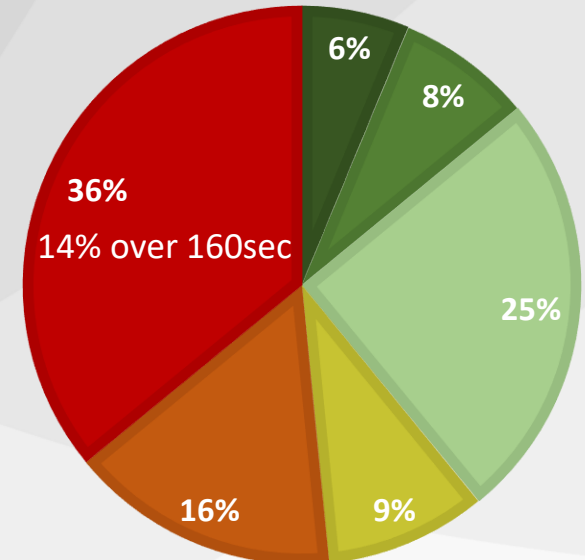
SCENARIO 2: AM PEAK



SCENARIO 2: MIDDAY PEAK



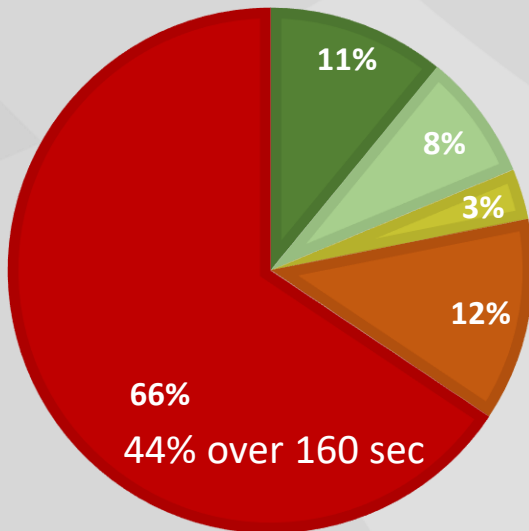
SCENARIO 2: PM PEAK



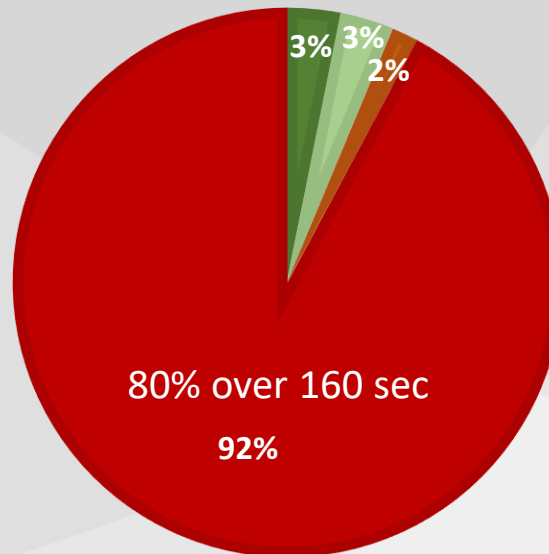
Scenario 3:

25% MAXIMIZED DEVELOPMENT RESULTS

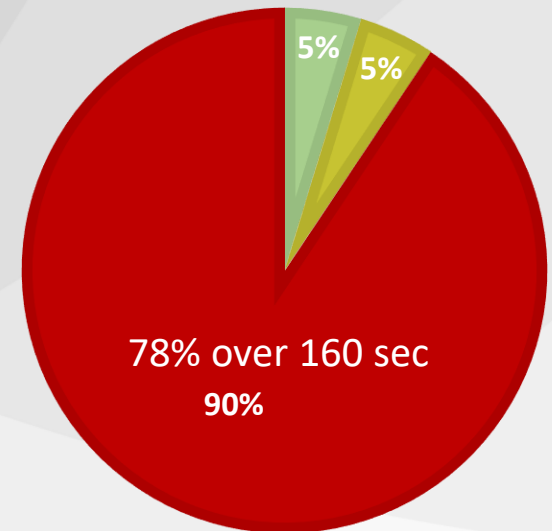
SCENARIO 3: AM PEAK



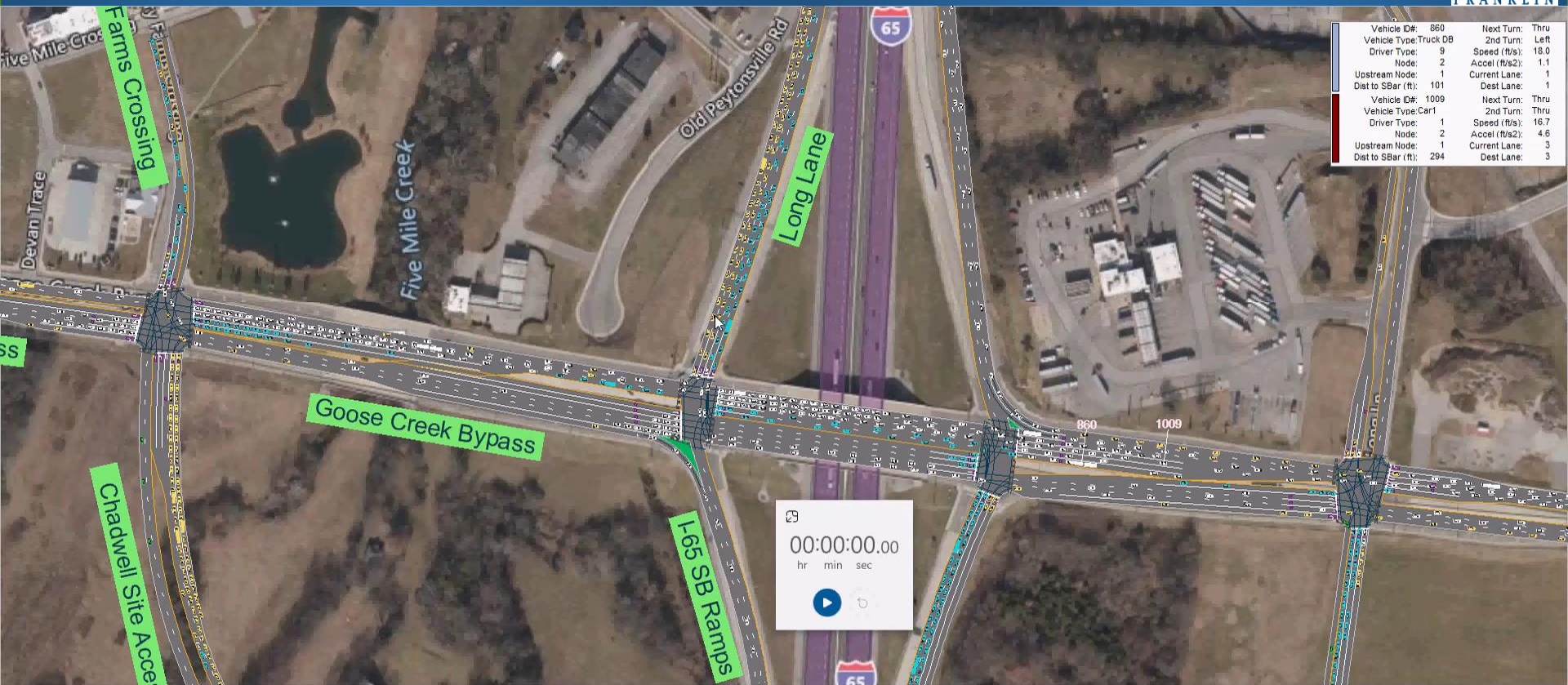
SCENARIO 3: MIDDAY PEAK



SCENARIO 3: PM PEAK



Failed Level of Service – Video (over 160 sec delay)



Traffic Impact Analysis (TIA Requirements)



Traffic Impact Analysis (TIA) Requirements

City of Franklin

TIA Requirements

STUDY AREA BOUNDARIES	
Trip Generation	Minimal Study Area
One hundred (100) - Two hundred fifty (250) peak hour trips	One-half (1/2) mile plus any intersection on which at least seven percent (7%) of any traffic movement approach volume is anticipated to be generated by the proposed project.
More than Two hundred fifty (>250) peak hour trips	One (1) mile plus any intersection on which at least seven percent (7%) of any traffic movement approach volume is anticipated to be generated by the proposed project.

Table 1 Study Area Minimal Criteria

- **Data Collection**
- **Capacity Analysis**
 - Including background traffic growth and other approved or planned nearby developments.
- **Internal Circulation Analysis (larger developments)**
- **Recommendations to meet City Standards**

Capital Investment Program

Capital Investment Program

Purpose – Forecast and match projected revenues and major capital project needs over a ten year period and strengthen the linkage between community infrastructure needs and the financial capacity of the City.

CIP Development Process:

Staff ranked projects based on our Strategic Plan

- Top 25% (★★★★★)
- Top 50% (★★★)
- Bottom 50% (★★)
- Bottom 25% (★)



Board of Mayor and Aldermen selected the 5-star (★★★★★) projects that would receive funding.

Current Policy

- **Unless otherwise determined by the City Engineer or City Traffic Engineer, developers are required to submit a Traffic Impact Analysis. The requirement is typically based on peak hour trips.**
- **The traffic Impact Analysis has to be completed by a qualified Traffic Engineer, reviewed by our 3rd party consultant and approved by our Traffic Engineer. This work is always required prior to submitting a plan to FMPC and BOMA.**
- **Study area boundaries for a Traffic Impact Analysis is based on peak hour trips and is either ½ mile radius or a 1 mile radius. Additional intersections can be added to the study area as determined by the City Engineer or City Traffic Engineer.**
- **Staff will generally recommend offsite improvements when the following conditions can not be achieved:**
 - **All intersection are required to maintain a minimum LOS D in any peak hour.**
 - **Lanes used for turning movements within intersections shall maintain a minimum LOS E in the peak hour.**
- **Unless otherwise determined by the City Engineer, developers are required to improve their frontage and dedicate right-of-way per the city's adopted Major Throughfare Plan.**

Envision Franklin encourages managed and strategic growth in locations supported by existing infrastructure and services and our current policy is used to make formal recommendations to the FMPC and BOMA regarding improvements to roadways and intersections. Staff requests guidance on the following:

Does the BOMA want staff to Recommend APPROVAL for projects that impact intersections and roadways that have and/or are projected to have extreme traffic delays provided the developer agrees to mitigate(improve) the intersections and roadways?

Does the BOMA want staff to continue to require developers to upgrade intersections and roadways that have and/or are projected to have extreme traffic delay or should we simply collect road impact fees and allow the extreme traffic delay to increase?

Does the BOMA want staff to recommend DENIAL for projects that will have major impacts on Franklin's transportation network?

Does the BOMA want staff to recommend APPROVAL for projects that will have major impacts on Franklin's transportation network but withhold the issuance of Building Permits until the upgrades on roads and intersections has physically commenced?

How does BOMA want staff to manage growth and development density as individual projects are proposed?



File #: 21-04323

DATE: March 1, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources

SUBJECT:

Consideration Of Amendment 3 To COF Contract No. 2020-0055, With Ascension St. Thomas Urgent Care For Renewal Regarding Near-Site Clinic Services

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 3 to COF Contract No. 2020-0055.

BACKGROUND/STAFF COMMENTS:

Amendment 3 addresses our desire to extend the current City of Franklin contract for near-site clinic services with Ascension St. Thomas Health - Urgent Team for another year. The City of Franklin is within the three-year timeframe for renewing this contract with Urgent Team. The City of Franklin utilizes Urgent Team for pre-employment physicals, random and post-accident drug testing, workers' compensation injuries, and medical care for employees and their dependents on our medical plan.

FINANCIAL IMPACT:

This contract is funded through each department's personnel line item, under the employee benefits budget. The financial impact could fluctuate depending on employee usage, but the cost for agreed upon services has not changed since our initial contract.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 3 to COF Contract No. 2020-0055.

**AMENDMENT NO. 3 TO
PROCUREMENT AGREEMENT BETWEEN THE CITY OF
FRANKLIN, TENNESSEE AND URGENT TEAM MANAGEMENT OF
TENNESSEE, LLC, ET AL.
COF CONTRACT NO. 2020-0055**

THIS AMENDMENT is made and entered into on this the _____ day of _____ 2023, by and between the City of Franklin, Tennessee ("City") and Urgent Team Management of Tennessee, LLC, Urgent Team Holdings, Inc., Urgent Team Management, LLC, Ascension Saint Thomas Health-Urgent Team JV, LLC, and Crossroads Urgent Care, PLLC d/b/a Urgent Team (collectively, "Service Provider").

WITNESSETH:

WHEREAS, the City and the Service Provider are parties to that certain Procurement Agreement ("Agreement") dated April 14, 2020; and

WHEREAS, the near-site clinic healthcare services location is currently described as Urgent Team, located at 509 Hillsboro Road, Franklin, Tennessee 37064; and

WHEREAS, the term of award ("Term") is currently scheduled to expire on April 13, 2023; and

WHEREAS, the parties desire to amend the Agreement to extend the Term and make certain other modifications as described herein.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Agreement.
2. Term. The Term of the Agreement is hereby extended until **April 14, 2024.**
3. Near-Site Clinic Healthcare Services Location. As of the effective date of this Amendment, the near-site clinic healthcare services location is described as Ascension Saint Thomas - Urgent Care. The near-site clinic healthcare services location shall continue to be located at 509 Hillsboro Road, Franklin, Tennessee 37064.
4. Extension Terms. The extension of the Term provided for herein shall constitute the exercise of the third (3rd) of the extension options granted in the Agreement. Accordingly, the parties shall have one (1) additional remaining option to extend the Term for one (1) year pursuant to Paragraph 10 of the Agreement.
5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
- 7.
8. Counterparts; Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile, pdf, or other electronic means shall be deemed original signatures for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

SERVICE PROVIDER:

By: _____
Thompson S. Dent
Chairman & CEO
Date: 28 Feb. 2023

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

J. Blake Harper
City of Franklin Staff Attorney



File #: 21-04239

DATE: February 22, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

*Consideration Of Amendment 1 To COF Contract No. 2022-0141, An Interlocal Agreement Between The City Of Franklin, Tennessee And The Franklin Housing Authority (The "Authority") Designating The Authority As A Subrecipient Of American Rescue Plan Act Grant Funds

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2022-141, An Interlocal Agreement between the City of Franklin and the Franklin Housing Authority.

BACKGROUND/STAFF COMMENTS:

On August 9, 2022, the Board of Mayor and Alderman approved COF Contract No. 2022-0141, which designated the Franklin Housing Authority (the "Authority") as a subrecipient of the City's American Rescue Plan Act grant funds. In this agreement, the City agreed to allocate to the Authority \$1,000,000 of its federal grant appropriation of \$9,253,841, for the purpose of improving water, sewer and stormwater drainage infrastructure within its affordable housing communities. The Project Description (#1 on page 1 and 2 of 5) describes the use of funds as improvements to Shawnee Place (\$600,000), Spring Street/Johnson Circle (\$200,000) and Short Court/Natchez Street (\$200,000). There is no local match required for this grant program.

FINANCIAL IMPACT:

On January 22, 2023, Mr. Derwin Jackson, Executive Director of the Authority, sent a letter (attached) to Mayor Moore requesting a reallocation of the \$1,000,000 of federal funds from the uses described above to all of the funds assigned to the Shawnee Place development. Mr. Jackson writes, "Construction costs continue to rise and the funds are needed for the water and sewer improvements for that property." In response to this request, Amendment No.1 was prepared by the City Law Department and was approved by the Authority's Board at their meeting on February 26, 2023. There is no additional financial impact to the City.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract 2022-0141.

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
FRANKLIN, TENNESSEE AND THE FRANKLIN HOUSING AUTHORITY (THE
“AUTHORITY”) DESIGNATING THE AUTHORITY AS A SUBRECIPIENT OF AMERICAN
RESCUE PLAN ACT GRANT FUNDS. COF Contract No. 2022-0141**

This Amendment No. 1 to COF Contract No. 2022-0141 (“Amendment”) is entered into pursuant to Tennessee law by and between the City of Franklin, Tennessee, (hereinafter, “City”), and the Franklin Housing Authority, (hereinafter, “Authority”), to amend the designation of the City’s allocation of American Rescue Plan Act (hereinafter, “ARPA”) grant funds.

WITNESSETH:

WHEREAS, on August 10, 2022, the Franklin Housing Authority and the City of Franklin fully executed the Interlocal Agreement designating the Authority as a subrecipient of American Rescue Plan Act grant funds (“Agreement”).

WHEREAS, the Parties now wish to amend the Agreement provided herein.

WHEREAS, the Authority was approved to use the ARPA funds for three projects: Shawnee Place, Spring Street Johnson Circle, and Short Court/Natchez Street. However, Shawnee Place has indicated that they are able to use the entirety of the ARPA funds to improve the water and sewer infrastructure in their development.

WHEREAS, the parties now desire to allocate the full amount of the ARPA funds to Shawnee Place, and no longer assign funds to Spring Street Johnson Circle nor Short Court/Natchez Street.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as to amend the Agreement as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. **PROJECT DESCRIPTION.** The Authority shall use the entirety of the ARPA funds to improve water and sewer infrastructure in the Shawnee Place development.
Not to exceed \$1,000,000.00 for water and sewer improvements from ARPA funds.
3. **Waiver.** Neither party’s failure nor delay exercising any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
4. **Severability.** If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
5. **Precedence.** In the event of conflict between this Amendment and the provisions of the previous Agreement or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. **Entire Agreement.** The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.
7. **Additions/Modifications.** If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
8. **Breach.** Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.
9. **Survival.** This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.
10. All other provisions of the Agreement fully executed on August 10, 2022, are unchanged and remain in full force and effect.

[Signature pages follow next]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

City of Franklin, Tennessee

By: _____
Dr. Ken Moore
Mayor

Date: _____

Approved as to form and legality:

J. Blake Harper, Staff Attorney

Franklin Housing Authority

By: _____
Scott Black
Chair

Date: _____

Approved as to form and legality:

Chas Morton, Counsel for the Authority



January 22, 2023

Mayor Ken Moore
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Dear Mayor Moore:

This letter is a request to amend the interlocal agreement designating the Housing Authority as a subrecipient of the American Rescue Plan Act Activity Grant. It is COF Contract No. 2022-0141.

The original agreement designated \$600,000 for the Shawnee Place development, \$200,000 for the Spring Street Johnson Circle development and \$200,000 for the Short Court/Natchez Street development. We would like to amend the agreement to designate the \$1 million for the Shawnee Place development. Construction costs continue to rise and the funds are needed for the water and sewer improvements for that property.

We appreciate the partnership we have with the City and hope you will be able to grant this request. If you need any additional information, please let me know.

Thank you.

Sincerely,

Derwin Jackson
President/CEO

cc: Eric Stuckey, City Administrator
Kristine Brock, Assistant City Administrator/CFO

200 Spring Street, Franklin, TN 37064
615-794-1247



File #: 21-04125

DATE: February 27, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Mark Hilty, Asst. City Administrator Public Works
Mike Lowe, Comptroller
Michelle Hatcher, Director of Water Management
Paul Holzen, Director of Engineering

SUBJECT:

Update On The American Rescue Plan Act Grant Programs

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the City's two allocations of funds from the American Rescue Plan Act ("ARPA").

BACKGROUND/STAFF COMMENTS:

The American Rescue Plan Act became law of March 11, 2021, as a \$1.9 trillion pandemic relief package. The City of Franklin has allocations through two parts of the legislation. This presentation is an update to the Board of Mayor and Alderman of both programs.

FINANCIAL IMPACT:

There are two ARPA programs with COF allocations. First is the Direct Appropriation of \$9,253,841, of which no local match is required. The second is a program administered by the State of Tennessee Department of Environment & Conservation (TDEC), which is a grant of \$4,679,357.36 and local match of 35% (\$1,637,775.07). Both programs require obligation of funds no later than 12/31/2024 with expenditure by 9/30/2026 for TDEC ARPA and 12/31/2026 for direct ARPA.

RECOMMENDATION:

This presentation is for information purposes.

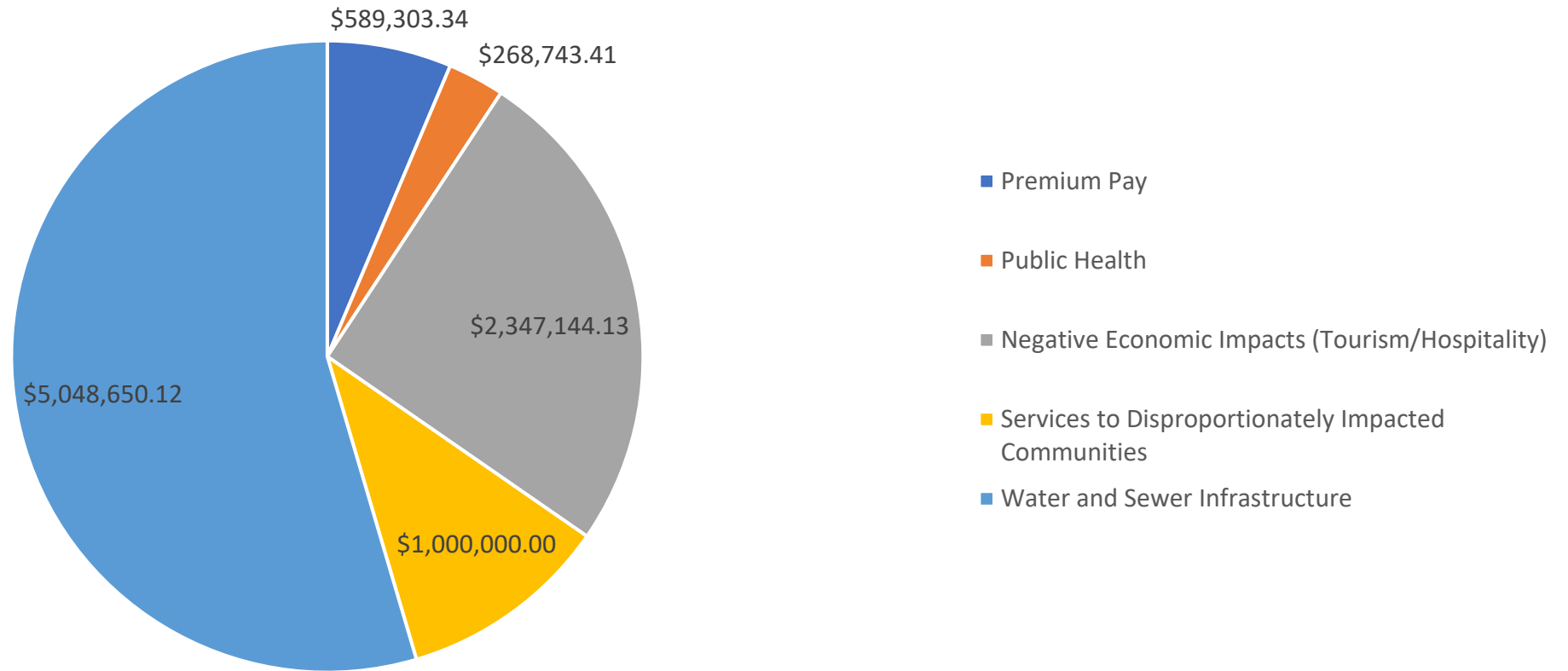
American Rescue Plan Grant ("ARPA") Programs

March 14, 2023

American Rescue Plan Act (“ARPA”) became law on March 11, 2021, as a \$1.9 trillion pandemic relief package. The City has allocation through two parts of the legislation.

	Direct ARPA Program	TDEC ARPA Program
City of Franklin Grant Allocation (Match%)	\$9,253,841.00 (No Match)	\$4,679,357.36 (35% local match)
How Funds are Received by COF	City received two equal payments from U.S. Treasury (5/19/21 & 6/6/2022)	U.S. Treasury allocated funds to State of Tennessee. All TN cities and counties rec’d allocation of funds for allowable projects (Non-Competitive Program) with applications due 11/1/2022. City to receive funds from State as reimbursement for actual expenses.
Major Categories of Allowable Uses	Public health, Premium Pay for certain front line employees, Services to disproportionately impacted communities, Industries with negative economic impacts (including tourism & hospitality) and Water/Sewer/Broadband utilities	Water and Wastewater Infrastructure and selected Stormwater Drainage improvements. Project approvals and reimbursement administered by TDEC.
Timelines	All Funds must be obligated (under contract) by 12/31/2024. All Funds must be spent by 12/31/2026.	All Funds must be obligated (under contract) by 12/31/2024. All Funds must be spent by 9/30/2026

Summary of Uses- Direct ARPA Program



Water and Sewer Infrastructure represents 54.5% of the City's allocation of \$9,253,841.

Status of Direct ARPA Program as of January 31, 2023

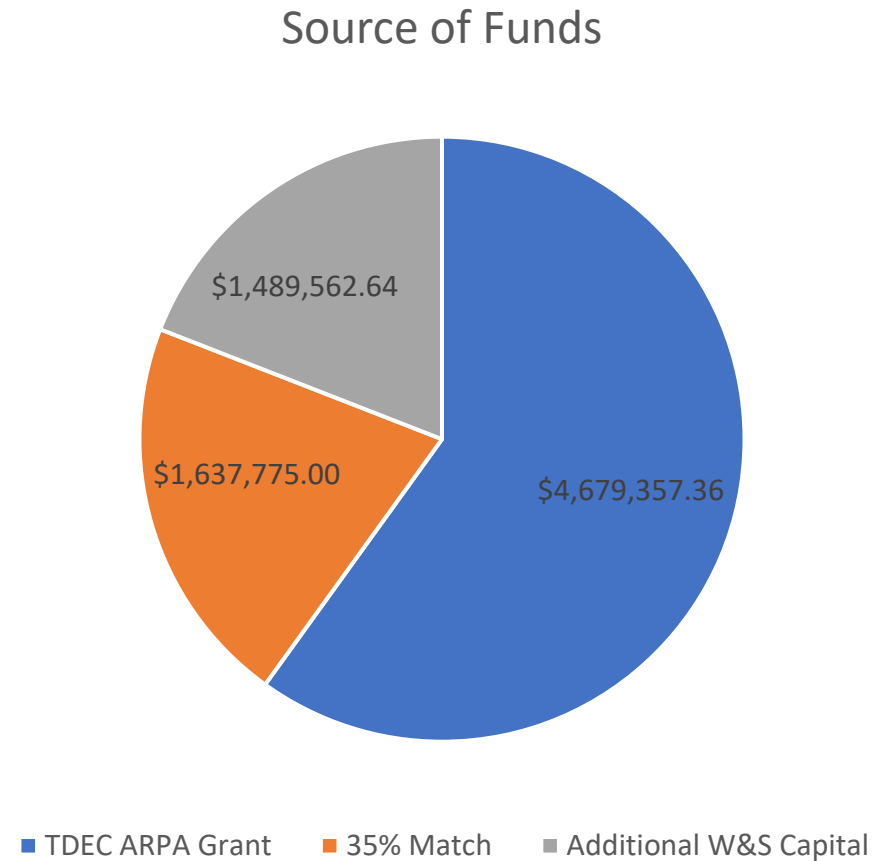
	Spent as of 1/31/2023	Remaining to be Spent	Total
Premium Pay	\$589,303.31	0	\$589,303.31
Public Health- Covid 19 Pay for Employees	\$268,743.41	0	\$268,743.41
Services to Disproportionally Affected Communities – Franklin Housing Authority W&S Improvements		\$1,000,000	\$1,000,000
Negative Econ Impacts (Tourism/Hospitality)			
<i>Improvements to Cool Springs Conf Center</i>	\$0	\$1,200,000	\$1,200,000
<i>Eastern Flank Facility Improvements</i>	\$468,620.91	0	\$468,620.91
<i>Parking Garages- Counters & Weatherproofing</i>	\$294,237.48	\$170,000	\$464,237.48
<i>FY 2022- Debt Payment for Battlefield Land</i>	<u>\$214,285.74</u>	<u>\$0</u>	<u>\$214,285.74</u>
Sub-total	<u>\$977,144.13</u>	<u>\$1,370,000</u>	<u>\$2,347,144.13</u>
Water & Sewer Infrastructure- Lewisburg W&S	<u>\$181,142.63</u>	<u>\$4,867,507.49</u>	<u>\$5,048,650.12</u>
Total (by %)	<u>\$2,016,333.51 (22%)</u>	<u>\$7,237,507.49 (78%)</u>	<u>\$9,253,840.97 (100%)</u>

TDEC ARPA Program for Water, Sewer & Stormwater Projects

TDEC ARPA Non-Competitive Program- Projects Submitted 10/30/2022

Project Name	Total Project Costs
Liberty Hills Stream Restoration	\$2,000,000
Spencer Creek Pump Station Rehab	\$1,776,674
Return Sludge Pump Station at WWTP	\$2,012,008
WWTP Water Booster Pumps	\$685,335
WWTP Chlorine Injection Points for Reclaimed Water	\$641,339
WWTP Filter Rehab	<u>\$691,339</u>
Total Project Cost	\$7,806,695

Financial Impact- TDEC ARPA Program



Next Steps- TDEC ARPA

- COF Application submitted 10/30/2022- Awaiting Reply
- Summer 2023- Approval of Grant Agreement between City and State of TN- TDEC for Non-Competitive Program
- *Announcement of another TDEC ARPA Program for Competitive Projects is coming soon. COF Match to be 25%. We will be applying for more Water & Sewer funding in this next program.*
- All Funds must be obligated by 12/31/2024.
- All Funds must be spent by 9/30/2026.



File #: 21-04337

DATE: February 22, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jeff Willoughby, Stormwater Coordinator

SUBJECT:

Consideration Of COF Contract No. 2022-0322, With The Liberty Hills Homeowners Association For The Liberty Hills Pond Stream Restoration Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2022-0322.

BACKGROUND/STAFF COMMENTS:

Over the past few years, city staff met numerous times with the Home Owners Association (HOA) leadership to discuss the cost and problems associated with the existing Liberty Hills Pond located in the subdivision open space. As directed by BOMA, City staff worked with the HOA to find an agreeable solution and direction forward regarding the retention pond. City staff and the HOA leadership have agreed to partner in the removal of the inline retention pond and and convert the pond back to its original stream. The City has contracted with Civil and Environmental Consultants (CEC) to provide design work that will utilize natural stream restoration design components to restore this segment of Ralston Branch. This will also include a 60' adjacent riparian buffer with native plantings. Staff met with the HOA and received approval and support for implementation of this potential design. This agreement formalizes the HOA's support, obligations and commitments for the project.

FINANCIAL IMPACT:

No financial impact associated with this contract.

The total estimated cost associated with the overall project is \$2,000,000. American Rescue Plan Act (ARPA) funds are anticipated to be \$1,481,481.48 and the City's estimated match is \$518,518.52 (35% of \$1,481,481.48).

The cost associated with this project will be paid by a transfer from the General Fund

RECOMMENDATION:

Staff recommends the Board of Mayor and Aldermen approve Contract 2022-0322 with the Liberty Hills HOA for the Liberty Hills Pond Stream Restoration project.

**CONTRACT BETWEEN CITY OF FRANKLIN AND LIBERTY HILLS HOMEOWNERS ASSOCIATION FOR
RESTORATION OF INLINE STORMWATER RETENTION FACILITY
COF CONTRACT NO. 2022-0322**

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Liberty Hills Homeowners Association ("HOA"), on this the _____ day of _____, 2023.

WHEREAS, the HOA currently owns and operates an inline stormwater retention facility located on Ralston Branch Creek as shown on Exhibit A; and

WHEREAS, the City and HOA entered into an Easement Agreement dated August 9th, 2005; and

WHEREAS, the City and HOA desire to partner in a project to remove the inline stormwater retention facility and restore the existing channel of Ralston Branch Creek.

NOW THEREFORE, the City and the HOA, their successors and assigns, do hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of removing the existing inline stormwater retention facility located on Ralston Branch Creek.
2. **TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
3. **NOTICE.** All notices under this agreement shall be given in writing, addressed to the following persons:

TO: City of Franklin

Attn: City Administrator
109 3rd Avenue South
Franklin, TN 37064

TO: LIBERTY HILLS HOMEOWNERS ASSOCAITION

Attn: Mark Smith
Liberty Hills HOA President
Franklin TN

4. **PROJECT.**

- a. The Project, as conceptually shown and described on Exhibit A, generally includes the following: removal of the existing retention pond, restoration of Ralston Branch Creek, 60' riparian buffer restoration/ preservation on both sides of stream, grading/drainage improvements and minor improvements to the HOA property.
- b. The City shall be responsible for the development of the construction document, bid document, permitting, construction management and construction.
- c. Prior to starting construction, the City will obtain feedback from the HOA and incorporate reasonable requests as approved by the City Administrator.
- d. The City agrees to work with the HOA on the final acceptance of the project and will incorporate

- any reasonable requests as approved by the City Administrator prior to final acceptance.
- e. The HOA agrees to grant temporary construction easements and permanent easements needed to complete the overall project. In addition and by separate documents following the execution of this Agreement, the HOA will be responsible for obtaining and granting to the City any and all easements located within the Liberty Hills Subdivision required to accommodate the Project using forms and in substance acceptable to the City for acquiring easements and right-of-way.
 - f. All TDEC required reporting post construction is the sole responsibility of the City.
 - g. The City is responsible for all TDEC survivability requirements of the riparian buffer for the TDEC reporting period.
5. **FUNDING.** In good faith, the City agrees to provide 100% of the funding or obtain funding through an alternate source to accommodate the design, permitting, construction and construction management for the Project. Ultimately, the City reserves the right to terminate this agreement if the funding for the Project is no longer available.
6. **REIMBURSEMENT OF EXPENSES UPON TERMINATION OF AGREEMENT.** If this Agreement is terminated by the HOA for any reason, the HOA shall reimburse the City for all out-of-pocket expenses (including, but not limited to, the design, permitting, construction management and construction) reasonably incurred by the City in connection with this Agreement and Project.
7. **MISCELLANEOUS**
- a. **Relationship.** In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.
 - b. **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
 - c. **Dispute Resolution.** Any claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law exercising jurisdiction in Williamson County, Tennessee, and/or the Middle District of Tennessee.
 - d. **Severability.** The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
 - e. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
 - f. **Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each

party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

- g. Assignment. The rights and obligations of this Agreement are not assignable.
- h. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee and/or the Middle District of Tennessee if in federal court.
- i. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2023.

WITNESS our hands on the dates as indicated.

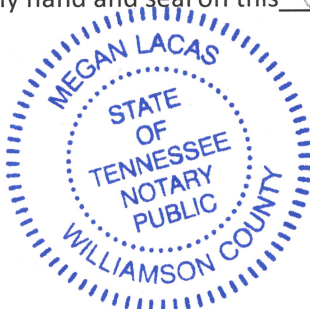
HOA

By: [Signature]
Print Name: Mark Smith
Title: Liberty Hills HOA President

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, Megan Lacas, a Notary Public of said County and State, personally appeared Mark Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be HOA President (or other officer authorized to execute the instrument) of Liberty Hills HOA, the within named bargainer, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 30th day of January, 2023.



[Signature]
Notary Public
My Commission Expires August 14, 2024

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **DR. KEN MOORE and ERIC S. STUCKEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this ____ day of _____, 20____.

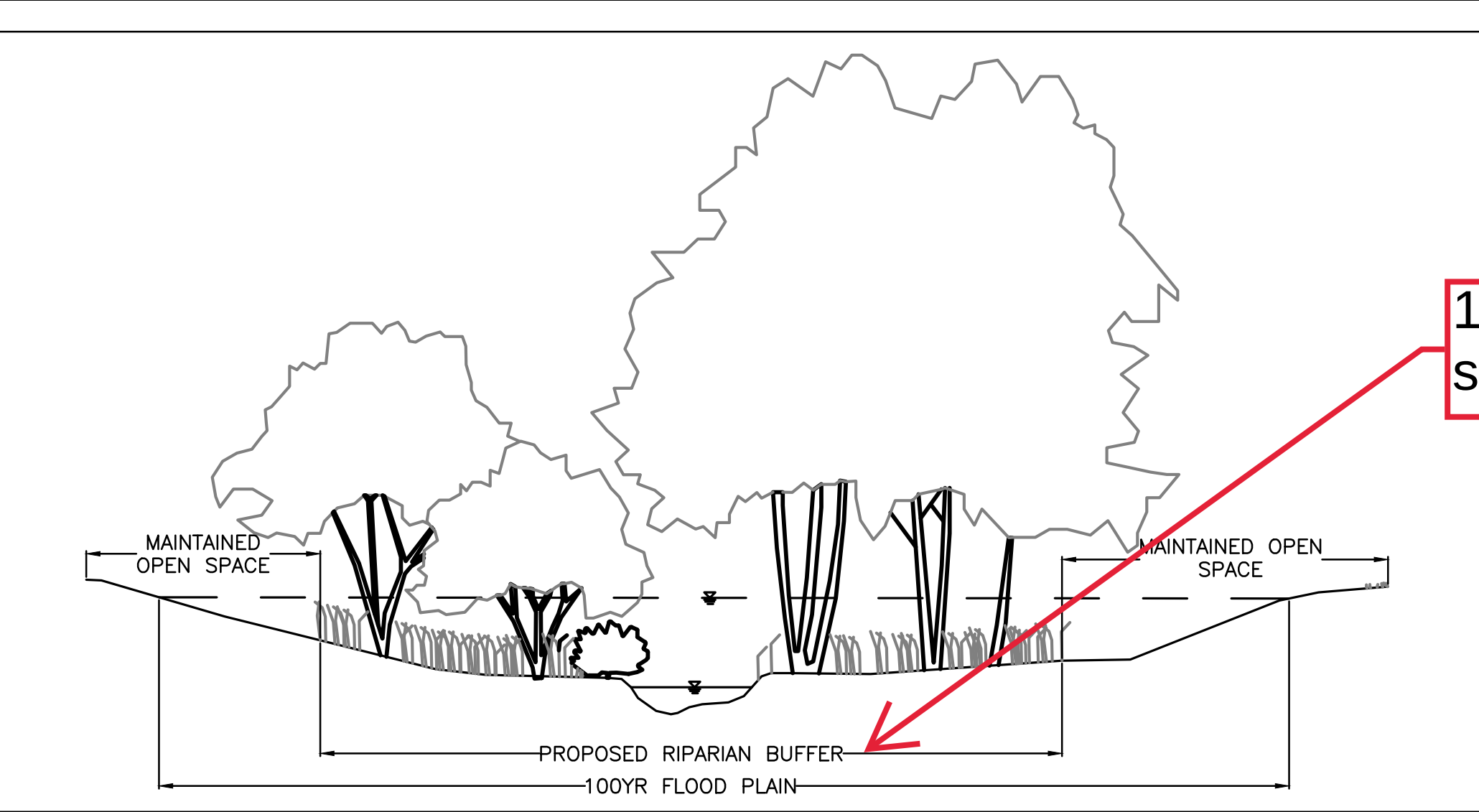
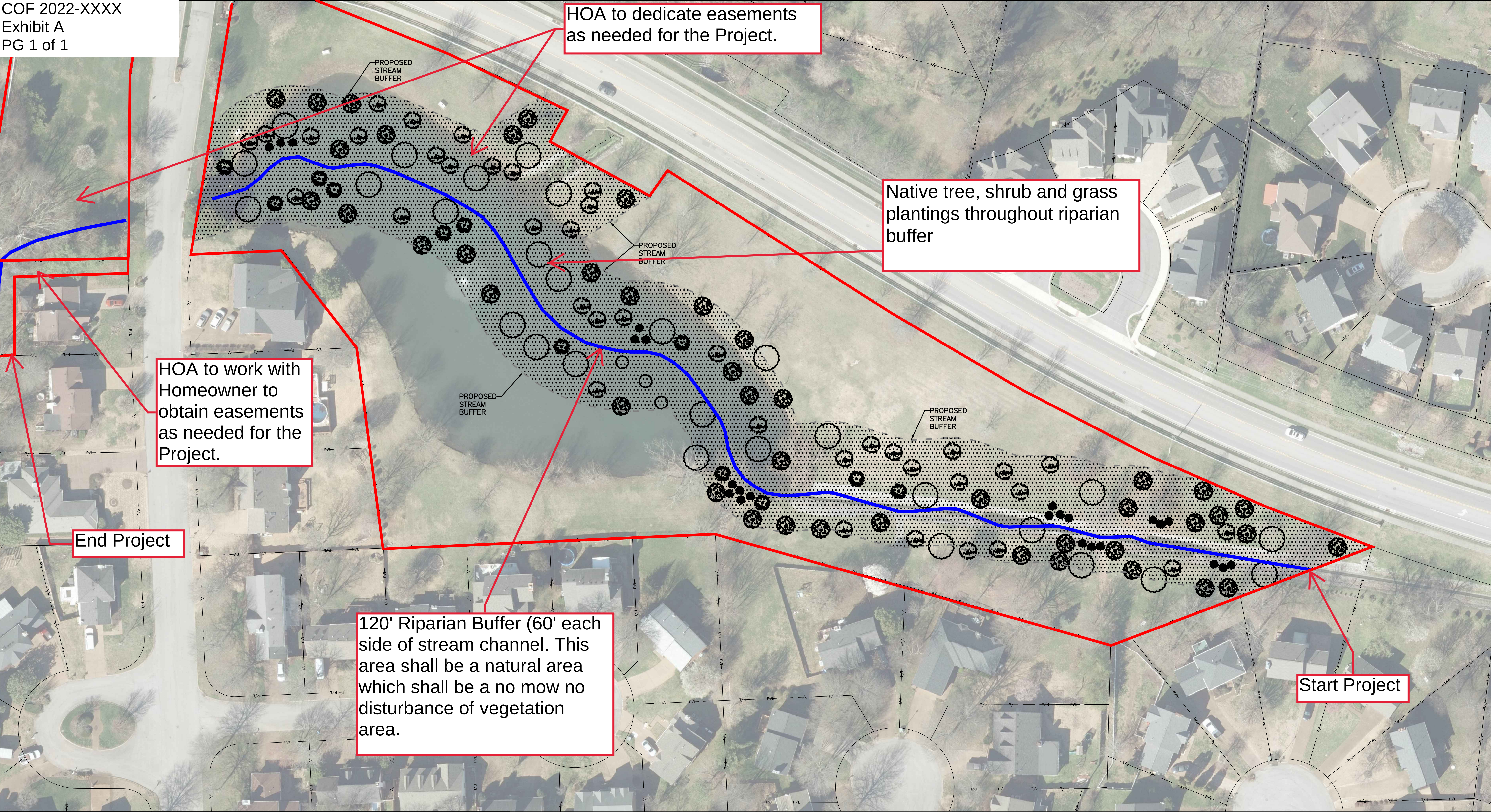
Notary Public

My Commission Expires: _____

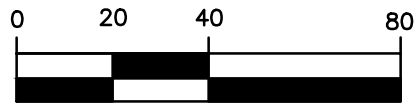
Approved as to form by:

William E. Squires, Assistant City Attorney





120' Riparian Buffer (60' each side of stream channel).



REVISION RECORD	
NO	DATE

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

LIBERTY HILLS POND
STREAM CONCEPT
2/7/2022

DATE:	
CONTRACT NO:	
DRAWN BY:	
APPROVED BY:	



File #: 21-04286

DATE: February 10, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator
SUBJECT:

Consideration Of COF Contract No. 2022-0319, Between The City Of Franklin And The Franklin Housing Authority For The Reimbursement Of \$50,000 For Infrastructure Work At Cherokee Place

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract No. 2022-0319 with Franklin Housing Authority to reimburse them up to \$50,000 for infrastructure work at Cherokee Place.

BACKGROUND/STAFF COMMENTS:

Franklin Housing Authority's mission is to assist low-income families by providing safe, decent, affordable housing for our residents. Currently, FHA services 318 families through Public Housing, Affordable Housing and subsidized and low income housing tax credit units. The Cherokee Place Planned Unit Development (PUD) will provide 100 new units ranging from one bedroom to five bedrooms.

FINANCIAL IMPACT:

The funding of \$50,000 for infrastructure associated with the Cherokee Place housing project will come from the City's Community Development Block Grant allocation.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Contract No. 2022-0319 with the Franklin Housing Authority.

**CONTRACT FOR PUBLIC FACILITIES AND
PUBLIC IMPROVEMENT PROJECTS
COF Contract No. 2022-0319**

This Contract made and entered into this ___ day of _____, 2023 by and between the City of Franklin, (hereinafter “The City”) and Franklin Housing Authority (hereinafter “THE ORGANIZATION”).

WITNESSETH:

WHEREAS, THE CITY has identified has identified housing developments as an important issue in the community, and to achieve the goal of creating affordable housing within the City of Franklin will make available a portion of the Community Development Block Grant funds toward this objective; and

WHEREAS, THE ORGANIZATION is meeting the need for affordable housing for our low to moderate income citizens;

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will be required to successfully meet the following deadlines:

- THE ORGANIZATION will completely and successfully obtain all required permits and begin physical construction as provided in the Scope of Services (attached as Exhibit A and incorporated as if stated fully herein) immediately after receipt of the signed agreement.
- Expend all CDBG funds and complete the construction project(s), By December 31, 2023.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. Perform the duties described herein and in Exhibit A and will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- B. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- C. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

THE ORGANIZATION will receive a total of **Fifty Thousand and 00/100 (\$50,000.00)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

A. Services shall begin in the upon receipt of signed contract and shall be completed by December 31, 2023.

B. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.

B. Invoices may be submitted monthly

C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

**Kathleen L. Sauseda
City of Franklin
109 3rd Avenue South
Franklin, TN 37064**

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. THE ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

The Contract between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Contract. The terms and conditions of this Contract may not be changed except by an amendment expressly referencing this Contract by section number and signed by an authorized representative of each party.

If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that

should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. BREACH

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

Witness our hands, this ____ day of _____, 2023.

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

William E. Squires, Assistant City Attorney

By: Derwin Jackson

Its: Derwin Jackson
Executive Director

EXHIBIT A

The proposed Scope of Services and Costs are enclosed on the following pages and are incorporated by reference into the Contract.



FRANKLIN HOUSING

Lighting Your Path to Affordable Housing

200 SPRING STREET
FRANKLIN, TN 37064

DERWIN JACKSON - PRESIDENT/CEO

PHONE: 615-794-1247
FAX: 615-794-1244

Bill To:

City of Franklin
109 3rd Ave S
Franklin, TN 37064

DATE: December 13, 2022

INVOICE # CDBG

FOR: Cherokee

DUE DATE: upon receipt

DESCRIPTION	AMOUNT
Reimbursement for Infrastructure Work at Cherokee Place See attached documentation CDBG Activity #54 12/15/22 K. Sawada Contract # 2022-0319	\$ 50,000.00
TOTAL	\$ 50,000.00

Invoice is due upon receipt

Make all checks payable to **Franklin Housing Authority**

If you have any questions concerning this invoice, contact Susan Minor at 615-794-1247

THANK YOU FOR YOUR BUSINESS!



SAIN'S SUBCONTRACTOR APPLICATION FOR PAYMENT

SUBCONTRACTOR STONE WORKS CONSTRUCTION, LLC

ADDRESS 1115 KENDALL AVE

CITY PORTSMOUTH

STATE OH

ZIP CODE

45662

PROJECT NAME CHEROKEE PLACE DEVELOPMENT

PAYMENT REQUEST NUMBER 08

PERIOD FROM 09/26/22 TO 10/25/22

STATEMENT OF CONTRACT AMOUNT

Invoice Number

21702-08

Subcontract Number

SC-21702-010

Application Date

10/25/2022

Original Contract Amount	2,621,000.72
Approved Change Order No(s).	12,231.40
Adjusted Contract Amount	2,633,232.12
Value of Work Completed	1,082,796.39
Materials Stored on Site	41,712.03
Total Completed & Stored to Date	1,124,508.42
Amount Retained 5.0%	56,225.42
Total Less Retainage	1,068,283.00
Total Previously Certified	840,902.65
Gross Billing this Period	239,347.74
AMOUNT DUE THIS REQUEST	227,380.35
Balance to Finish	1,564,949.12

WAIVER AND RELEASE UPON PAYMENT:

Upon the receipt of the sum of \$ 227,380.35 the mechanical and/or materialman waives and releases SAIN CONSTRUCTION COMPANY against all liens or claims of liens it has upon the foregoing above reference project through the date of 10/25/22 and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor and/or material furnished by the undersigned to or on account of said contract for above reference project.

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and SAIN CONSTRUCTION COMPANY relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the Contractor, to all my subcontractors, and for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State, and Local Tax Laws, including Social Security, Unemployment Compensation and Worker's Compensation Laws insofar as applicable to the performance of this Contract. Subcontractor does further warrant that should any claim or lien be filed for material supplied or labor performed by virtue of Subcontractor's participation in the construction of said project, Subcontractor will immediately furnish a bond for release of each such lien, and obtain settlement of any such items and furnish Owner and Contractor written full release of such liens. Should Subcontractor be unable to obtain such release, Subcontractor agrees to fully indemnify and hold harmless the Contractor and Owner for any and all costs they may incur by reason of such liens.

Subscribed and sworn before me this

25 day of October, 2022

Notary Public:

My Commission expires: 10/20/2024

STONE WORKS CONSTRUCTION, LLC

SUBCONTRACTOR

SIGNATURE

Bill Whitaker

PRINT NAME

Member

TITLE



Heather L. Elliott
Notary Public, State of Ohio
My Commission Expires Oct. 20, 2024

FOR ACCOUNTING PURPOSE ONLY

Vendor No

Project No

Phase

Cost Code

Approval